



County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

November 3, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AMENDMENT NO.1 TO COMMUNICATION SITE LICENSE L-76946
WITH THE COUNTY OF VENTURA AT CASTRO PEAK COMMUNICATION SITE
928 LATIGO CANYON ROAD, MALIBU
(THIRD DISTRICT) 3 VOTES**

SUBJECT:

The recommendation is for an amendment of an existing communication site license with the County of Ventura (Ventura) at Castro Peak Communication Site, which is owned and operated by the County of Los Angeles (County) and located at 928 Latigo Canyon Road, Malibu (Castro Peak).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Make a finding that the execution of the license amendment to the existing Communication Site License is categorically exempt from the State of California Environmental Quality Act, pursuant to CEQA Guidelines Section 15303 and Class 3 of the County's Environmental Document Reporting Procedures and Guidelines (New Construction or Conversion of Small Structures).
2. Approve and instruct the Chair to execute the license amendment to the existing Communication Site License with the County of Ventura increasing the size of the licensed area from approximately 1,228 square feet to approximately 1,520 square feet, to accommodate for the installation, maintenance, operation, repair and replacement of the new communication facilities by the County of Ventura and receive a \$400 increase of the license fee and exclusive gratis use of the 450 square feet of telecommunication shelter for the entire term of the amendment.

"To Enrich Lives Through Effective And Caring Service"
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Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

3. Delegate authority to the Chief Executive Officer or his designee, on behalf of the County of Los Angeles, to execute any related documentation required by the Los Angeles County Department of Regional Planning, or any other jurisdictional agency, to initiate the construction or permitting process.

PURPOSE / JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to allow Ventura to co-locate its telecommunication facilities with the County by installing a second telecommunication shelter adjacent to its existing telecommunication shelter, which was installed in 2009 for its co-location project with the California Highway Patrol (CHP) on County-owned Castro Peak Telecommunication Site, pursuant to your Board's approval of amended license L-71733 and License L-76946 on February 17, 2009.

Your Board's approval of the license amendment will provide Ventura with the right to augment its existing public safety telecommunication system with new equipment. The license amendment will also provide the County with exclusive gratis use of approximately 450 square feet of Ventura's new telecommunication shelter, with no County capital contribution, until the license term expires in August 2018. This approved Board action will continue to provide for future interoperability communication capabilities between the County of Los Angeles, Ventura, and the State, resulting in enhanced coordination among multi-agency emergency and law enforcement responders, who protect the public during large scale fires, floods, and civil disturbances.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The proposed recommendations will further the Board-approved County Strategic Plan Goal 1 (Service Excellence) that will demonstrate interagency cooperation and goodwill and provide the public with quality service that is beneficial and responsive.

FISCAL IMPACTS / FINANCING

The proposed amendment, if approved, will increase Ventura's monthly license payment obligation by \$400, adjusting the new monthly payment rate to \$990 with fixed annual adjustment throughout the term of the amendment. The County will receive exclusive gratis use of approximately 450 square feet of Ventura's new telecommunication shelter, until the license expires in August 2018, with no County capital contributions.

FACTS AND PROVISIONS / LEGAL REQUIREMENTS

On August 18, 1998, your Board granted the twenty-year License L-71733 for the State to install its own communication shelter and tower for a communication system utilized by the CHP and other State agencies for public safety communications on County-owned land at Castro Peak. More than ten years later, on February 17, 2009, your Board amended License L-71733 and approved License L-76946 for Ventura to build its first communication shelter and share the State's tower space at Castro Peak for the remaining terms of the original license L-71733 which will expire on August 17, 2018.

The County's Internal Services Department, as the proprietor of the Castro Peak Communication Site, has provided a technical review and evaluation of Ventura's current proposal to install a second communication shelter and concurs with the proposed County/Ventura co-location of Ventura's communication shelter.

Ventura, as part of its contractual obligations within the proposed Amendment No. 1, will obtain all required jurisdictional approvals, prior to the installation of site improvements and the prefabricated shelter.

County Counsel has reviewed and approved as to form the attached License Amendment No. 1 being presented for your Board's approval.

IMPACTS ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will not impact or adversely affect any current services.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are categorically exempt from CEQA pursuant to CEQA Guidelines Section 15303 and Class 3 of the County's Environmental Document Reporting Procedures and Guidelines (New Construction or Conversion of Small Structures).

CONCLUSION

It is requested that the Executive Officer of the Board of Supervisors return three conformed copies of the Board letter and the executed Amendment No.1 to the Chief Executive Office, Real Estate Division at 222 South Hill Street, Los Angeles and additional copies to the offices of County Counsel, Auditor-Controller, and the Internal Services Department.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'WTF', followed by a stylized flourish.

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:BC:SK
WLD:CM:EJ:kb

Attachment

c: County Counsel
Auditor-Controller
Internal Services

AMENDMENT NO.1 TO COMMUNICATIONS SITE LICENSE NO. L-76946

Amendment No.1 to Communications Site License No. L-76946 ("Amendment No. 1") is made and entered into this _____ day of _____, 2010,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic ("County")

AND

COUNTY OF VENTURA, a body corporate and politic ("Licensee").

RECITALS:

WHEREAS, County and Licensee entered into a Communications Site License L-76946, dated February 17, 2009 ("License") for (a) the sole use of approximately 228 gross square feet of land for Licensee's telecommunication shelter, and (b) the shared use of approximately 1,000 gross square feet of land on a portion of land and improvements at the Castro Peak Communication Site located at 928 Latigo Canyon Road, Malibu, California 90265, ("Site");

WHEREAS, County and the State of California ("State") entered into a Communications Site License L-71733, dated August 18, 1998, which was amended on February 17, 2009 , for the use of (a) approximately 1335 gross square feet for State's location of an antenna tower, and (b) 1000 gross square feet shared use of land for joint communication operations on a portion of land and improvements at the Site, and

WHEREAS, Licensee has concurrently entered into a Communication Tower Sublicense L-2410, with the State on February 17, 2009 attached hereto as Exhibit F and incorporated herein by this reference, to co-locate electronic communication equipment and establish a reciprocal relationship for land use, occupancy, sharing of facilities and power sources, certain real property and personal property at the Site; and

WHEREAS, County and Licensee desire to amend the License in certain respects, stated below;

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and the rents, covenants, and agreements herein contained, County and Licensee hereby agree as follows:

1. Paragraph – 1. **LICENSED AREA:** Section 1 of the License is hereby deleted in its entirety and the following is hereby substituted:

- 1.01 County hereby licenses to Licensee and Licensee hereby hires and accepts from County on the terms and conditions hereinafter set forth: (a) the sole use of approximately **229** gross square feet comprising the shelter constructed by Licensee in 2009 ("Shelter A"), (b) **685** gross square feet shared use of land and improvements with County, which include an open space for an electric generator and a new second shelter ("Shelter B") to be built by Licensee at its sole expense, with internal space subdivided equally for the use of Licensee and County, and (c) the shared use with the State of **1,000** gross square feet of land and improvements as described in L-71733 Amendment No.1, at the Site, as described in Exhibit A attached hereto and incorporated herein by this reference, (collectively, the "Licensed Area"), located at 928 Latigo Canyon Road, Malibu CA 90265, County of Los Angeles, State of California (the "Site"), as shown on Exhibit B attached hereto and by this reference incorporated herein. The Licensed Area is also depicted on Exhibits D attached hereto and incorporated herein by this reference.

2. Paragraph – 2. **PURPOSE:** Section 2 of the License is hereby deleted in its entirety and the following is hereby substituted:

- 2.01 The purpose of this License is: (a) to allow Licensee to use the Licensed Area for the installation, maintenance, operation, repair and replacement of equipment and facilities necessary to operate a telecommunication system (collectively, the "Equipment") shared with the State of California in accordance with a communication license L-2410 dated February 17, 2009, attached hereto as Exhibit F and incorporated herein by this reference and such other purposes as are related thereto, as summarized in exhibit C; and

(b) to allow County to co-locate with Licensee in Shelter B which will provide for County's installation, maintenance, operation, repair and replacement of equipment and facilities necessary to operate a County telecommunication system. (Subsections (a) and (b) are collectively referred to hereinafter as the "Permitted Activities.")

- 2.02 Licensee has compiled a site layout plan, attached hereto as Exhibit D and incorporated herein by this reference.

3. Paragraph – 4. **CONSIDERATION:** Section 4 of the License is hereby deleted in its entirety and the following is hereby substituted:

4.01 Licensee shall pay monthly License Fee to the County for the use granted herein as follows:

L76942 A-1 ---- Proposed amended Rent

Year	Monthly License Fee	Yearly License Fee
1	\$990	\$11,880
2	\$1,020	\$12,236
3	\$1,050	\$12,603
4	\$1,082	\$12,982
5	\$1,114	\$13,371
6	\$1,148	\$13,772
7	\$1,182	\$14,185
8	\$1,218	\$14,611
9	\$1,254	\$15,049
10	\$1,292	\$15,501
		\$136,191

4. Paragraph – 8. **INSTALLATION:** Section 8 of the License is hereby deleted in its entirety and the following is hereby substituted:

8.01 In 2009, Licensee constructed Shelter A on approximately 229 gross square feet of the original licensed location, for licensee's sole use. 8.02 County and Licensee will co-locate in Shelter B which will be constructed by Licensee at its sole cost, within the Licensed Area, and each party will occupy about one half (1/2) of Shelter B's interior area of approximately 448 gross square feet. Subsequently, Licensee will occupy a combined space of 452 gross square feet of Shelters A and B of the Licensed area, as described in Exhibit D.

8.03 Licensee shall be responsible for all maintenance and repair costs associated with Shelters A and B.

8.04 Licensee will provide a separate foot traffic gate on the chain-link fence to the immediate southwest of Shelter B so that employees of Licensee or County and their approved contractors can access the Licensed Area by parking their service vehicles on the perimeter access road surrounding the Licensed Area, as described in Exhibit D. This foot traffic area may or may not include steps due to the differential elevation of the Licensed Area and extra precautions should be given in planning to ensure the safety of the entering and exiting personnel.

8.05 Shelter B shall be equipped with two entry doors for the service entrance of County and Licensee separately, and Shelter B will have an interior partition made of chain-link fencing material dividing the space use of County and Licensee, and said partition shall be made to allow air flow between the two compartments, as described in Exhibit D.

8.06 Prior to County's active occupation of Shelter B, Licensee, at its sole cost, will

provide County with power connectivity by an electrical branch feeder from Licensee's main power distribution panel on Licensee's side of Shelter B,

8.07 County will contact Licensee concerning its proposed plans to modify and occupy Shelter B. County's may provide a portion of its space under the provision of the Los Angeles Regional Interoperability Communication System (LA-RICS) to co-locate with new parties in addition to Licensee or State, which will include but not be limited to the installation of County's new electrical power panel to enable separate metering of County's power usage on County's side of Shelter B. Licensee will review County's modification proposals, and approval of County's proposals shall not be unreasonably withheld.

8.08 Licensee shall, at its sole cost, provide an outdoor generator occupying approximately 32 gross square feet, to be installed immediately south of Shelter B, as shown in Exhibit D, which will be jointly used by County and Licensee for emergency purposes

8.09 Licensee shall install the Equipment at its own expense and risk as approved by County, and such installation shall not cause radio frequency interference with the transmission signals from the County of Los Angeles. Antennas shall be located and mounted on a communication tower owned by the State of California as outlined in Agreement L-71733 attached hereto as Exhibit E. Licensee shall install interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices. Licensee shall not alter, modify, or in any way change County's property without first receiving County's written permission. All Equipment of Licensee shall be clearly identified with Licensee's name, address, telephone number, Federal Communications Commission (FCC) license and frequencies in use. Such identification shall be attached to Licensee's Equipment in plain view; Licensee shall not alter or replace Equipment without first receiving written permission from the County.

- 5 Paragraph – 12. **ACCESS:** Section 12 of the License is hereby modified by the replacement of Section 12(c) with the following:

(c) Licensee constructed Shelter A in calendar year 2009 and County acknowledges that Licensee intends to construct Shelter B and install a generator and communication equipment (all to be performed by a Licensee-approved contractor) during calendar years 2010-2011 on the Licensed Area, as described in Exhibit D. County will make its best efforts to accommodate such construction upon Licensee's prior written notification of its proposed construction schedule (which schedule shall be subject to County's approval), and timely coordination of construction details with County. Licensee and its approved contractor understand and agree that construction access to the Site is not unlimited and will be conditioned at all times upon prior

approval of County of the construction schedule.

6 Paragraph – 10. **EMERGENCY ACCESS:** Section 10 of the License is hereby deleted in its entirety and the following is hereby substituted:

10.01 Licensee agrees to permit the County's authorized agents free access to the Licensed Area at all times for the purpose of inspection and/or for making emergency improvements or repairs to the Licensed Area or to interrupt or terminate Licensee's transmission(s) from the Licensed Area should Licensee be unable or unwilling to respond to County's request to take immediate remedial action to correct any deficiency which threatens County's operation on the Licensed Area. Licensee shall reimburse County, within thirty (30) days of receipt of County's written request for County's actual costs to correct any deficiency.

10.0 Both County and Licensee will gain emergency access to each other's respective spaces within Shelter B, immediately upon arrangement with the following contacts:

County of Ventura
Information Technology Services Department
11201-D River Bank Drive,
Ventura, California 93004
Attention: Scott Allison, Wireless Chief
Office telephone (805) 672-2022
Cellular telephone (805) 901-0448
Facsimile (805) 659-6998
Email: Scott.Allison@ventura.org

County of Los Angeles
Internal Services Department Telecommunication Branch
Telecommunications Infrastructure Section
1110 N. Eastern Ave., Room 12
Los Angeles, CA 90063
Attention: Nancy Yang, Telecommunications Engineer
Tel: (323)267-2922
Fax: (323)980-0683

7. Paragraph – 18. **NOTICES:** Section 18 of the License is hereby deleted in its entirety and the following is hereby substituted:

Notices desired or required to be given by this License or by any law now in effect may be given by enclosing the same in a sealed envelope, certified mail – return receipt requested, addressed to the party for whom intended and depositing such envelope, with postage prepaid, in the U.S. Post office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same, shall be addressed to

Licensee as follows, or such other place in California as may hereinafter be designated in writing by Licensee.

County of Ventura
Information Technology Services Department
11201-D River Bank Drive,
Ventura, California 93004
Attention: Scott Allison, Wireless Chief
Office telephone (805) 672-2022
Cellular telephone (805) 901-0448
Facsimile (805) 659-6998
Email: Scott.Allison@ventura.org

With a copy to each of the followings :

State of California
Department of General Services
Real Estate Services Division
Lease Management, D 1398-001
707 Third Street, 5th Floor
West Sacramento, CA 95605-2811
Attention: Beth Blair, Senior Real Estate Officer
Telephone: (916) 375-4171
Facsimile: (916) 375-4173
Email: beth.blair@dgs.ca.gov

California Highway Patrol
Office of Administrative Services Telecommunications Section
P.O. Box 942898
Sacramento CA 94298-0001
Attention: Sue Hollis, Manager, Program Support Unit
Telephone: (916) 375-2901 & (916) 843-4257
Facsimile: (916) 375-2906

In all notices and correspondence, County shall reference the licensee agency, and the address of the license area. All notices of change of address, telephone or fax number shall be given by written notice in the manner described in this Paragraph.

All notices, certificate of self-insurance and envelopes containing the same to County shall be addressed to:

Chief Executive Office Real Estate Division
222 South Hill Street, 3rd Floor,
Los Angeles, California 90012
Attention: Christopher Montana, Manager, Property Management Section

Email: Cmontana@CEO.lacounty.gov

or such other place as may hereinafter be designated in writing to Licensee by the Chief Executive Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

6. Except as otherwise set forth herein, all of the terms and conditions contained in the License shall remain in full force and effect. In the event of a conflict between the License and Amendment No. 1, the terms of Amendment No. 1 shall control.

7. All undefined terms when used herein shall have the same respective meanings as are given under the License unless expressly provided otherwise in Amendment No. 1.

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IN WITNESS WHEREOF, Licensee has executed this License or caused it to be duly executed and County of Los Angeles, by Order of the Board of Supervisors, has caused this License Amendment No. 1 to be executed on its behalf by the Chair of said Board, the day, month and year first above written.

COUNTY OF VENTURA

By 
Chair of the Board of Supervisors,
County of Ventura



ATTEST: MARTY ROBINSON
Clerk of the Board of Supervisors
County of Ventura, State of California

By: 
Deputy Clerk of the Board

ATTEST:

COUNTY OF LOS ANGELES

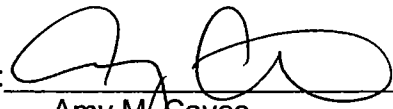
SACHI A. HAMAI
Executive Officer-Clerk of the
Board of Supervisor of the
County of Los Angeles

By: _____
Deputy

By: _____
Chair, Board of Supervisors

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By: 
Amy M. Caves
Senior Deputy

BOARD MINUTES

BOARD OF SUPERVISORS, COUNTY OF VENTURA, STATE OF CALIFORNIA

SUPERVISORS STEVE BENNETT, LINDA PARKS,
KATHY I. LONG, PETER C. FOY AND JOHN ZARAGOZA
August 3, 2010 at 8:30 a.m.

240

CONSENT – INFORMATION TECHNOLOGY SERVICES - Approval of, and Authorization for, an Amendment to an Existing Communications Site License with the County of Los Angeles for the Castro Peak Communications Site for the Installation, Maintenance, Operation, Repair and Replacement of Equipment and Facilities Necessary for the Operation and Support of the County of Ventura Public Safety Telecommunication System.

- (X) All board members are present.
- (X) Upon request of Supervisor Bennett, Consent Item 16 will be heard as Regular Agenda Item.
- (X) Upon motion of Supervisor Bennett, seconded by Supervisor Parks, and duly carried, the Board hereby approves the staff recommendations as stated in the respective Board letters for consent items 10 – 19.

By: _____

Rosa Gonzalez
Deputy Clerk of the Board

CLERK'S CERTIFICATE

I hereby certify that the annexed instrument
is a true and correct copy of the document
which is on file in this office.

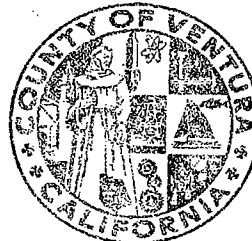
MARTY ROBINSON, Clerk of the Board of Supervisors,
County of Ventura, State of California.

Dated: _____

August 20, 2010

By: _____

Deputy Clerk of the Board



Item# 15
8/03/10

county of ventura



RICHARD D. JACKSON
Chief Information Officer

Mike Reed
Assistant Chief Information Officer

August 3, 2010

Board of Supervisors
County of Ventura
800 South Victoria Avenue
Ventura, California 93009

SUBJECT: Approval of, and Authorization for, an Amendment to an Existing Communications Site License with the County of Los Angeles for the Castro Peak Communication Site

RECOMMENDATION:

Approve and authorize the Chair of the Board to sign the attached Amendment No. 1. Communications Site License No. L-76946 with the County of Los Angeles for the use of Licensed Area (Castro Peak Communications Site) for the installation, maintenance, operation, repair and replacement of equipment and facilities necessary for Ventura County Information Technology Services Department's (ITSD) operation and support of the County of Ventura public safety telecommunication system.

FISCAL/MANDATES IMPACT:

The proposed amendment (new Communications Site License L-76942), if approved, will increase the County's monthly lease payments related to the Castro Peak Communications Site by \$400 for the additional space needed for ITSD to build the new proposed communications shelter. Current monthly rent for the Castro Peak Communications Site is \$590.00 and upon approval of the proposed site license amendment, starting August 1, 2010, the County will be obligated to pay \$990.00 per month. It is anticipated that the County of Ventura will pay the County of Los Angeles a combined annual adjustment of 3 percent for inflation, if the proposed recommendations are approved. Please see table below. The increase in FY 10/11 rental expense will be funded through Network Services existing budgeted appropriations and have been included in the proposed budget for FY 10/11.

Mandatory:

No

Source of Funding: Information Technology Services Department-Network Services ISF (Fund 3280, Org 7230)

Funding Match Required: N/A

Impact on Other Department(s): Minimal impact because the proposed increase in annual rent applicable to this amendment has been incorporated into the FY 10/11 rate for Microwave System Access to the Fire Protection District and the Sheriff Department.

Summary of Revenue and Total Costs	FY 2010-11	FY 2011-12
Revenue:	\$4,400	\$5,160
Costs:		
Direct	\$4,400	\$5,160
Indirect – Dept.	\$0	\$0
Indirect – County CAP	\$0	\$0
Total Costs	\$4,400	\$5,160
Net County Cost	\$0	\$0
Recovered Indirect Costs	\$0	\$0

Summary above represents the incremental fiscal year costs applicable to this amendment to the Communication Site License, which was included in the Information Technology Services Department FY 10/11 Adopted Budget; consequently, no incremental appropriations are required.

CURRENT FISCAL YEAR BUDGET PROJECTIONS:

FY 10/11 Operating Budget Projection for Network Services Org. Code 7230				
	Adopted Budget	Adjusted Budget	Projected Budget	Estimated (Savings /Deficit)
Appropriations	\$15,080,010	\$15,080,010	\$15,080,010	\$0
Revenue	\$15,541,665	\$15,541,665	\$15,541,665	\$0
Operating Gain/(Loss)	(\$461,655)	(\$461,655)	(\$461,655)	\$0

Appropriations and Revenue are included in the FY 10/11 Adopted Budget.

DISCUSSION:

The purpose of this proposed site license amendment is to allow the County of Ventura (licensee) to use Licensed Area (Castro Peak Communications Site) for the installation, maintenance, operation, repair and replacement of equipment and facilities necessary for ITSD's operation and support of the Ventura County public safety telecommunication system. The amended site license agreement also allows the County of Los Angeles (licensor) to co-locate certain equipment and facilities necessary to operate the County of Los Angeles telecommunications system in Shelter B.

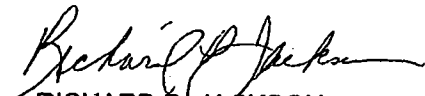
Amendment No. 1 to the existing Communications Site License (No. L-76946) is between the County of Los Angeles (licensor) and the County of Ventura (licensee) for:

- (a) the sole use of approximately 229 square feet comprising the shelter constructed by the County of Ventura in 2009 ("Shelter A");
- (b) the shared use of 685 square feet of land and improvements with the County of Los Angeles, which includes an open space for an electrical generator and a new second shelter ("Shelter B") to be installed and managed by the ITSD; and
- (c) the shared use, with the State of California, of 1,000 square feet of land and improvements as described in Communication Site License (No. L-71733) and the County Assessor's Map of Castro Peak (see Exhibits. E and A, respectively to the Amendment No. 1 to Communications Site License No. L-76946) or collectively known as the "Licensed Area"), located at 928 Latigo Canyon Road, Malibu, California 90265.

The goal of the recommended action is to allow continued improvement of the County's public safety communications systems by co-locating telecommunication equipment and facilities at Castro Peak. The Board's approval will allow for future interoperability communications between the County of Ventura, County of Los Angeles and the State, resulting in improved multi-agency communications between public safety agencies during emergencies.

This item has been reviewed by the County Executive Office, Auditor-Controller's Office, and County Counsel.

If you have any questions regarding this item, please call me at 654-3818.


RICHARD D. JACKSON
Chief Information Officer

Board of Supervisors
August 3, 2010
Page 4

Attachments

Amendment No. 1 to Communications Site License No. L-76946

- Exhibit A – County Assessor's Map of Castro Peak
 - Exhibit B – GIS Map of Newton Mountain Way
 - Exhibit C – Equipment List in 2nd Shelter
 - Exhibit D – Detailed Site Plan (L-76946 Proposed Amendment No. 1)
 - Exhibit E – Communication Site License 71733 between LA County and State of California
 - Exhibit F – Communication Sublicense L-2410 between State of California and Ventura County
-

CASTRO PEAK COMMUNICATION SITE
LICENSE AGREEMENT L-76946 PROPOSED AMENDMENT NO.1
FOR COUNTY OF VENTURA

SUMMARY OF ALL EXHIBITS

Exhibit A
COUNTY ASSESSOR'S MAP

Exhibit B
GIS MAP

Exhibit C
EQUIPMENT LIST IN 2ND SHELTER

Exhibit D
DETAILED SITE PLAN
L-76946 PROPOSED AMENDMENT NO.1

Exhibit E
COMMUNICATION SITE LICENSE 71733
BETWEEN LA COUNTY AND STATE OF CALIFORNIA

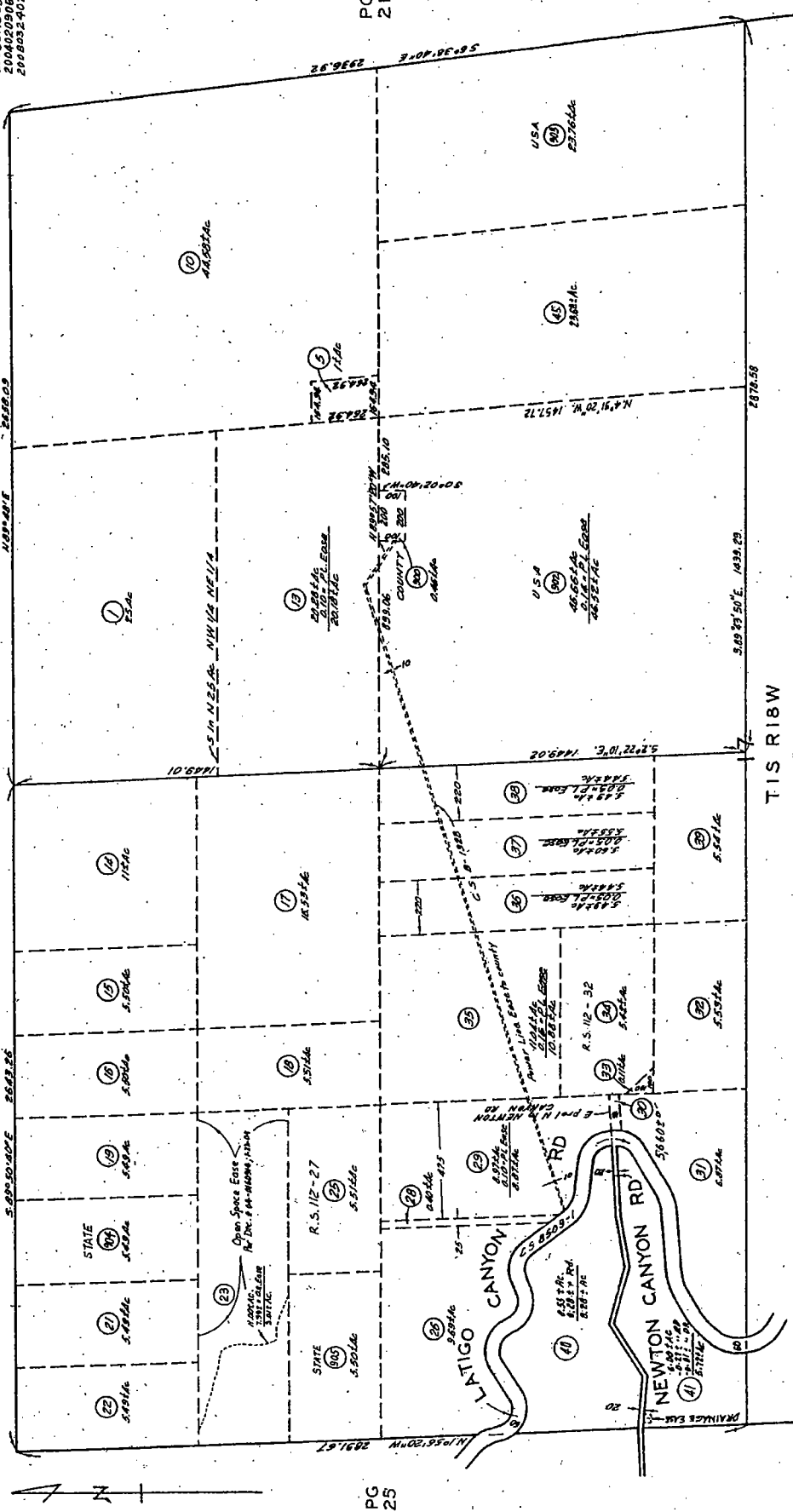
Exhibit F
COMMUNICATION SUBLICENSE L-2410
BETWEEN STATE OF CALIFORNIA AND VENTURA COUNTY

EXHIBIT A
CASTRO PEAK

REVISED

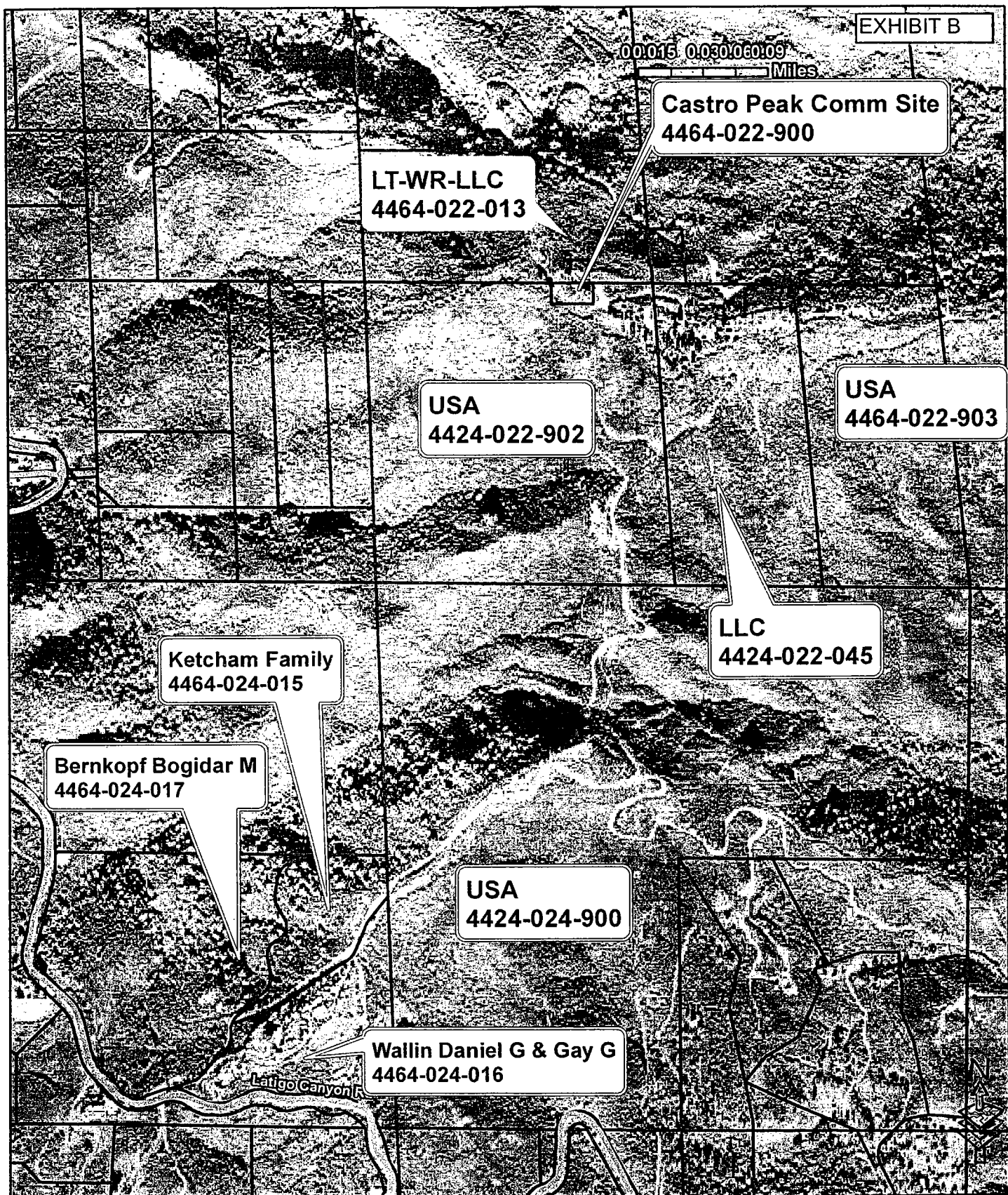
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840726808-	874520-88	8929402005001-01	9002002002001-02	920103191920001-02	920105015281001-02	9202030035001-02	920402090607001-02	9208032402-02
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2008



SECTION LINES PER CS B-733

TIS R18W
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**County of Los Angeles CEO
Real Estate Division
Castro Peak Communication Site
Newton Mountain Way**

Real Property Agent:
Eliza Jung
213-974-4189
ejung@ceo.lacounty.gov
October 4, 2007

EQUIPMENT DATA**Castro Peak Exhibit C: Equipment List****TRANSMITTER #1 Power output 100 W**

Frequency(s)	155.0550
Make and Model	Motorola Quantar

RECEIVER #1

Frequency(s)	155.0550
Make and Model	Motorola Astro Tac

TRANSMITTER #2 Power output 100 W

Frequency(s)	155.8350
Make and Model	Motorola Quantar

RECEIVER #2

Frequency(s)	154.8350
Make and Model	Motorola Astro Tac

TRANSMITTER #3 Power output 100 W

Frequency(s)	153.8750
Make and Model	Motorola Quantar

RECEIVER #3

Frequency(s)	158.8050
Make and Model	Motorola Astro Tac

TRANSMITTER #4 Power output 100 W

Frequency(s)	159.2100
Make and Model	Motorola Quantar

RECEIVER #4

Frequency(s)	155.8200
Make and Model	Motorola Astro Tac

TRANSMITTER #5 Power output 100 W

Frequency(s)	156.1500
Make and Model	Motorola Quantar

RECEIVER #5

Frequency(s)	153.9950
Make and Model	Motorola Astro Tac

TRANSMITTER #6 Power output 100 W

Frequency(s)	155.5350
Make and Model	Motorola Quantar

RECEIVER #6

Frequency(s)	158.7300
Make and Model	Motorola Astro Tac

Notes:

1. This plan proposes a separate building for Ventura County to avoid taking any of the limited space remaining in the existing structures.
2. Microwave equipment will be two (2) Harris Constellations at 6.175GHz with six foot (6') dishes. See attached proposal sheets. Microwave information is based on current, but as yet not approved, Harris proposal. It is probable that this is the system to be purchased. The specific site design will be finalized after Harris engineers visit site.
3. This document includes three frequencies (#s 4, 5 & 6) for the Ventura County Sheriff, who desires to co-locate with the Fire Dept.

4. ANTENNA DATA

Please provide a listing of each antenna desired to be installed at this vault facility. Be sure to show each antenna in the system block diagram on the page provided for that purpose.

Antenna number	Make and Model	Length or M/W dish size	Gain (dBd) (dBi for M/W)	Azimuth (relative to true north)	Height desired (feet) *
1 (Rcv)	CELWAVE PD-200	20.8 Feet	5.8		80 Feet
2 (Xmt)	CELWAVE PD-200	20.8 Feet	5.8		80 Feet
3 (Xmt)	Andrew DB224-A	21.8 Feet	9.0 Directional	000	80 Feet
4 MCW	Harris	6 Foot	38.2	030	65 Feet
5 MCW	Harris	6 Foot	38.2	311	95 Feet

* For VHF antennas, show desired height to base of antenna support. For microwave dishes, show desired height to center of radiating element.

AUXILIARY EQUIPMENT DATA

For each transmitter, receiver, or combination, supply the following:

Make and model of cavity(s), filter(s), isolator(s), duplexer(s), etc., desired to be installed at this site. Please indicate the desired location where these items are to be mounted in the vault. Be sure to include these elements on the system block diagram on the page provided for that purpose.

EMR Filters/Cavities, EMR Receiver Multicoupler

REFERENCE NOTES

CASTRO PEAK
COMMUNICATIONS SITE
528 LATIGO CANYON ROAD
MALIBU
COUNTY OF LOS ANGELES
CALIFORNIA

**VENTURA COUNTY
PUBLIC WORKS AGENCY
ENGINEERING SERVICES
DEPARTMENT**

06/15/10

ISSUED FOR
CONSTRUCTION

IDEAS
Architecture, Real Estate & Construction
1082 South Seaward Avenue
Ventura, California 93001
fax (805) 648-4763
phone (805) 653-5800

ADD--MOD

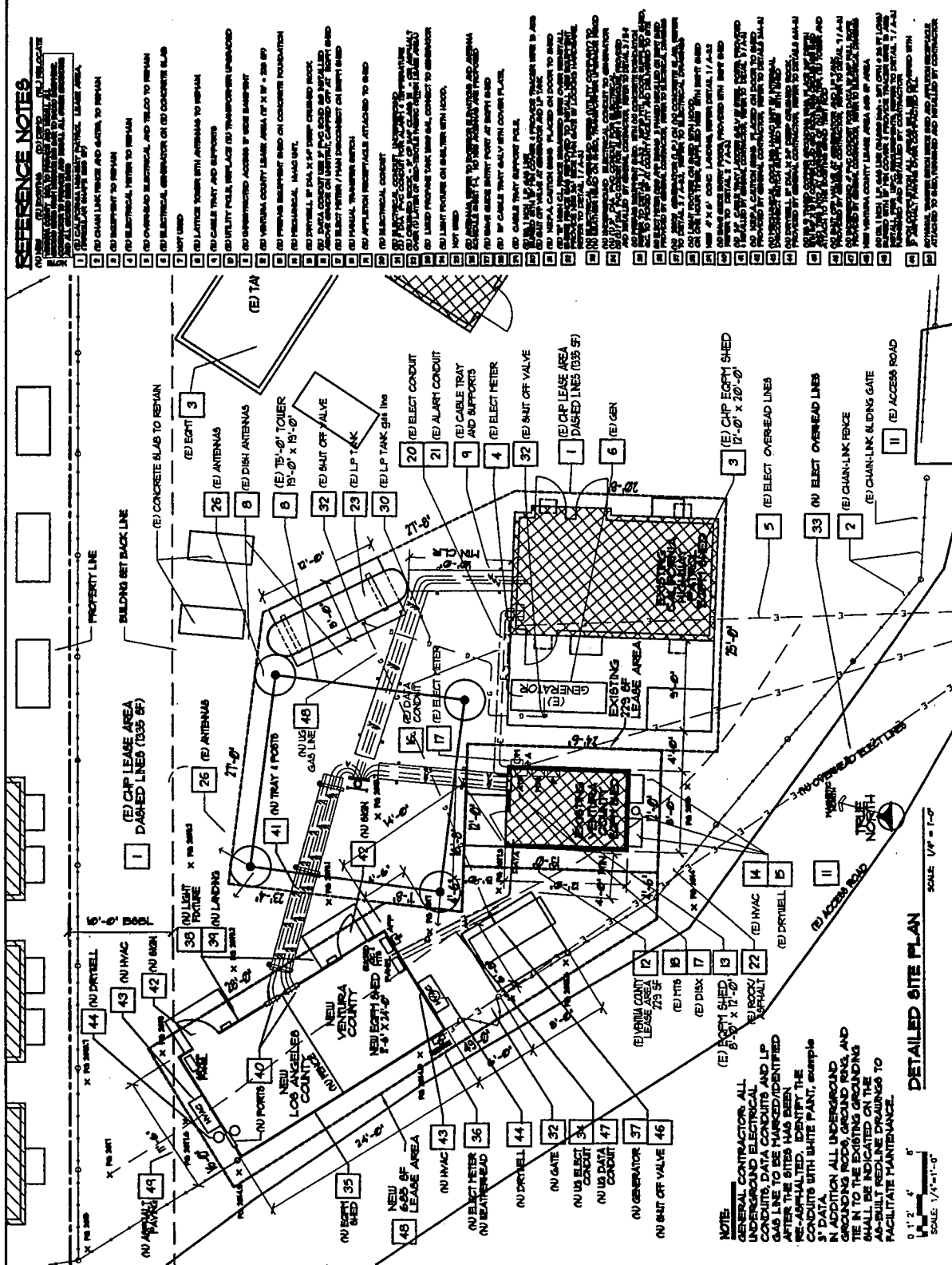
DETAILED SITE PLAN

A-1.3

SHEET 5 OF 12

CONST

NOVEMBER



NOTE: GENERAL CONTRACTORS, ALL UNDERGROUND ELECTRICAL CONTRACTORS, AND ALL GAS LINE TO BE MARKED/IDENTIFIED BEFORE THE SITES HAVE BEEN RE-ASPHALTED. IDENTIFY THE CONTRACTS WITH WHITE PAINT, example 3" DATA

IN ADDITION ALL UNDERGROUND ROADS, GROUND RNS, AND TIE IN TO THE EXISTING GROUNDING SHALL BE INDICATED ON THE AS-BUILT REELING DRAWINGS TO FACILITATE MAINTENANCE.

DETAILED SITE PLAN

SCALE: 1/4"=1'-0"

EXHIBIT E - STATE LICENSE

COMMUNICATIONS SITE LICENSE

THIS LICENSE AGREEMENT, made and entered into in duplicate original this 18th day of August, 1998,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, herein-after referred to as "County";

AND

STATE OF CALIFORNIA, hereinafter referred to as "State";

W I T N E S S E T H:

WHEREAS, County owns a number of public buildings and improved lands within which the work of County government is performed; and

WHEREAS, State is desirous of using a portion of said real property and improvements thereon; and

WHEREAS, State is willing to exercise the grant of such a License in accordance with the terms and conditions prescribed therefor; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. **PREMISES:** County hereby licenses to State and State hereby hires and rents from County on the terms and conditions hereinafter set forth, 3,800 gross square feet of land at Castro Peak Communications Site, 928 Latigo Canyon Road, Malibu in the County of Los Angeles, as shown on Exhibit "A".

2. **PURPOSE:** The sole purpose of this License is to allow State to operate and maintain communications system(s), as shown on Exhibit "B", at a multi-user communications site and for no other purpose.

3. **TERM:** The term of this License shall be for a period of twenty years commencing on upon full execution of this agreement and end twenty (20) years thereafter.

4. **CONSIDERATION:**

4.01 State shall pay the monthly rent specified in Exhibit "B" for its use under this License.

4.02 Rental payments shall be made in arrears on the last day of the month for each and every month of the term hereof, and shall be made by check or draft issued and payable to the County of Los Angeles, and mailed or otherwise delivered to the County of Los Angeles, Auditor Controller, Administrative Services, Room 514, 500 West Temple Street, Los Angeles, CA 90012, Attn: Franchise/Concessions Section. Note: Please include in the Payment Identification Data Section on your check stub, the License number and site name and address.

5. **ALTERATIONS, IMPROVEMENTS AND MAINTENANCE:**

5.01 State acknowledges personal inspection of the Premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the intended use. State accepts the Premises in their present physical condition and agrees to make no demands upon County for any repair, improvement or alteration thereof.

INITIAL: 

5.02 State shall make no renovations, alterations or improvements to the Premises other than to erect, maintain and operate said radio communications equipment in accordance with plans and specifications to be submitted by State, provided written approval is first obtained from the Chief Administrative Office. Upon approval, said plans and specifications shall be fully incorporated into this agreement by reference thereto.

6. **INSTALLATION:** State shall install its equipment at its own expense and risk as approved by County and such installation shall not conflict with any other user's equipment, transmission or reception. State shall install interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices. State shall not alter, modify, or in any way change County's property without first receiving written permission. All equipment of State shall be clearly identified with State's name, address, telephone number, F.C.C. license and frequencies in use. Such identification shall be attached to State's equipment in plain view. State shall not alter or replace equipment without first receiving written permission from the County.

7. **OPERATIONAL RESPONSIBILITIES:** State shall:

(a) Comply with and abide by all applicable rules, regulations and directions of County.

(b) At all times hold a valid F.C.C. license for the permitted use and shall comply with all applicable City and County ordinances and all State and Federal laws, and in the course thereof; obtain and keep in effect all permits and licenses required to conduct the permitted activities on the Premises.

(c) Conduct the permitted activities in a courteous and non-profane manner, operate without interfering with the use of the facilities by County or the public, except as herein permitted, and remove any agent, servant or employee who fails to conduct permitted activities in the manner heretofore described.

(d) Assume the risk of loss, damage or destruction to any and all fixtures and personal property belonging to State that are installed or placed within the area occupied.

(e) Repair or replace any and all County property lost, damaged, or destroyed as a result of or connected with the conduct of activities by the State. Should State fail to promptly make repairs, County may have repairs made and State shall pay cost.

(f) Maintain the Premises to the satisfaction of County. This shall include immediate removal of all rubbish and debris placed on the Premises by State in order that the Premises be kept neat and clean and ready for normal use by County and other users. Should State fail to accomplish this, County may perform the work and State shall pay the cost.

(g) Upon expiration, cancellation or termination of this License for any reason, State shall remove, at no cost to County, any and all equipment and improvements of the State and restore the entire Premises to its condition prior to the execution of this License, except, however, County may approve, in writing, any deviation from this requirement.

8. **INTERFERENCE:** State shall not use the premises in any way which interferes with the use of the Premises by County or County's agents, invitees or other State's on the Premises. State shall be responsible for electromagnetic compatibility of the State's equipment with existing and future equipment at the site. State shall conform to Internal Services Department Facilities Standard STD-140 Radio Site Management including the requirement for submitting radio system installation plans for approval. County



shall not be liable for any potential or actual electronics conflict. In the event any interference to County Sheriff or Fire Department, CWIRS, Paramedic or LANet systems, or any future systems, is caused by State's equipment or operations, State shall be immediately notified of such interference and such equipment or operations shall be shut down immediately and State hereby authorizes County to cause such shutdown until such interference is eliminated by State. In the event that State must terminate its entire operation at the Premise than State may resume operation, under the same terms and conditions of this License, once the interference has been eliminated.

9. **ACCESS ROAD:** County hereby grants to State a nonexclusive right to use, at its sole risk, during the term of this License, the access road which serves the Premises. State acknowledges that the access road is in poor condition and that County shall not be liable for any consequential events, including, but not limited to, bodily injury, death, personal injury or property damage, as a result of any negligent or non negligent acts pertaining to the use of the access road. Said right shall be given only to State's approved representative upon evidence of such approval being presented to County.

10. **POWER:** Electrical power, including auxiliary power is available to the Premises. County, however, is not liable for any failure, interruption or disturbance in the power supply.

11. **TELEPHONE:** Telephone service is available at the Premises and any connection or use of such service shall be at State's sole cost and expense.

12. **INSURANCE:** The State of California has elected to be insured for its motor vehicle and general liability exposures through a self-insurance program. The State Attorney General administers the general liability program through an annual appropriation from the General Fund. The Office of Risk and Insurance Management administers the motor vehicle liability program. Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop though carrying out official activities, including state official operations on non-state owned property. Should any claim arise by reason of such operations or under an official contract or license agreement, they should be referred to the Attorney General, State of California, Tort Liability Section, 1300 I Street, Suite 1101, P.O. Box 944255, Sacramento, CA 94244-2550

The State of California has entered into a Master Agreement with the State Compensation Insurance Fund to administer workers compensation benefits for all state employees, as required by the labor code.

13. **INDEMNIFICATION:** State agrees to indemnify, defend, and save harmless County, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage, including damage to County property arising from or connected with State's operations or its services hereunder, including any Workers' Compensation suits, liability, or expense arising from or connected with services performed by or on behalf of State by any person pursuant to this License.

County agrees to indemnify, defend, and save harmless State, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage, including damage to State property arising from or connected with County's operations or its services hereunder, including any Workers' Compensation suits, liability, or expense

arising from or connected with services performed by or on behalf of County by any person pursuant to this License.

14. **LIABILITY:** County shall not be liable for any consequential events, including, but not limited to, bodily injury, death, personal injury or property damage, as a result of any failure, interruption or disturbance to State's radio transmission, arising from County-inflicted accidental damages to the State's equipment. County shall reimburse any expense reasonably incurred by State for such damages to the equipment but the County shall not be liable to State for any interruption or termination of operation/business on the Premises.

15. **NOTICES:** Notices desired or required to be given by this License or by any law now in effect may be given by enclosing the same in a sealed envelope, Certified Mail - Return Receipt Requested, addressed to the party for whom intended and depositing such envelope, with postage prepaid, in the U.S. Post Office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same, shall be addressed to State as follows:

Department of General Services
Office of Real Estate and Design Services
400 R Street, Suite 5000
Sacramento, CA 95814,

with a courtesy copy to:

Department of General Services
Telecommunications Section
Sequoia Pacific Boulevard
Sacramento, CA 95814

or such other place in California as may hereinafter be designated in writing by State. The notices, certificate of self-insurance and envelope containing the same to County shall be addressed to Chief Administrative Office, Leasing and Space Management Division, 550 South Vermont Avenue, 10th floor, Los Angeles, California 90020, Attn: Director, Real Estate.

16. **EQUIPMENT REMOVAL:** State shall remove all of its personal and real property and restore the Premises to its original condition within sixty (60) days of any expiration, termination or cancellation of this License. If State does not remove all of its equipment and improvements within sixty (60) days pursuant to Paragraphs 7 and 16, County may, but shall not be required to, remove State's equipment at State's expense. State shall reimburse County within thirty (30) days of receipt of an itemized accounting of the cost for an removal or personal or real property. County shall incur no liability for any damage to State's equipment during removal or storage. If State does not claim its equipment within thirty (30) days of the expiration, termination or cancellation of this License such equipment shall become the property of County.

17. **INDEPENDENT STATUS:** This License is by and between County and State and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between County and State. State understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation with services performed on behalf of State pursuant to this License

18. **EMPLOYEES:** All references to the "State" in this License are deemed to include the employees, agents, assigns, contractors and anyone else involved in any manner in exercise of the rights herein given to the undersigned State.


INITIAL

19. **ASSIGNMENT:** This License is personal to State, and in the event State shall attempt to assign or transfer the same in whole or in part, all rights hereunder shall immediately terminate.

20. **CANCELLATION:** On or after March 31, 2003, County reserves the right to cancel this License upon giving a one hundred eighty (180) days prior written notice to State without incurring any liability by the County whatsoever. On or after March 31, 2003, State reserve the right to cancel this agreement upon giving a one hundred eighty (180) days prior written notice to County.

21. **HAZARDOUS Definition:** For purposes of this Agreement, the **MATERIALS:** term "hazardous substances" shall be deemed to include hazardous, toxic or radioactive substances as defined in California Health and Safety Code Section 25316 as amended from time to time, or the same or a related defined term in any successor or companion statutes, and crude oil or byproducts of crude oil other than crude oil which exists on the property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8.

Warranties and Representations:

State hereby warrants and represents that it shall comply with all federal, state and local laws and regulations concerning the use, release, storage and disposal of hazardous substances on the Premises.

Notice:

County and State agree to immediately notify each other when either party learns that hazardous substances have been released on the Premises or, if a multi-tenant property, on the subject property.

Indemnity:

1. County agrees to indemnify, defend and save State, its agents, officers and employees from or against all liability, expenses (including defense costs, legal fees, and response costs imposed by law) and claims for damages of any nature whatsoever which arise out of the presence of hazardous substances on the Premises which has been caused by County.
2. State agrees to indemnify, defend and save harmless County from and against all liability, expenses (including defense costs, legal fees and response costs imposed by law) and claims for damages of any nature whatsoever which arise out of the presence of hazardous substances on the Premises caused by State.
3. The indemnity provided each party by this provision shall survive the termination of this License.

Default:

Should the presence or release of hazardous substances on the Premises and/or subject property be discovered, which is not caused by County and which threatens the health and safety of County's agents, officers, employees or invitees, as determined by County's sole discretion, shall entitle County to immediately terminate this License. In the event of such termination, State shall not be obligated for any further rental and County shall refund any unearned rent paid in arrears by State calculated at a daily rate based on the regular monthly rental.



Operating Costs:

Costs incurred by State as a result of the presence or release of hazardous substances on the Premises and/or subject property which is not caused by County are extraordinary costs not considered normal operating expenses and shall not be passed through to County as part of its obligation, if any, to pay operating expenses.


INITIAL

IN WITNESS WHEREOF, the State executed this License or caused it to be duly executed, and the County of Los Angeles by order of its Board of Supervisors, has caused this License to be executed on its behalf by the Chairman of said Board and attested by the Clerk thereof the day, month, and year first above written.

ATTEST:

JOANNE STURGES
Executive Officer-Clerk
of the Board of Supervisors



COUNTY:

COUNTY OF LOS ANGELES

By: [Signature]
Deputy:

By: [Signature]
Chair, Board of Supervisors

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By: [Signature]
Deputy: Francis E. Scott

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

STATE:

12

AUG 18 1998

STATE OF CALIFORNIA
Department of General Services
Office of Real Estate and
Design Services

[Signature]
JOANNE STURGES
EXECUTIVE OFFICER

[Signature]
By: Bernice Lawrence
Real Estate Officer

Date: 8/5/98

APPROVED:

DIRECTOR OF THE DEPARTMENT OF
GENERAL SERVICES

[Signature]
By: Cheryl Allen
Senior Real Estate Officer

Date: 8-5-98

8/3/98

(SDCASP.K.1c)

EXHIBIT "B"

<u>Months</u>	<u>Rent</u>
1-12	\$630.00
13-24	\$643.00
25-36	\$656.00
37-48	\$669.00
49-60	\$682.00
61-72	\$696.00
73-84	\$710.00
85-96	\$724.00
97-108	\$738.00
109-120	\$753.00
121-132	\$779.00
133-144	\$806.00
145-156	\$834.00
157-168	\$863.00
169-180	\$893.00
181-192	\$924.00
193-204	\$956.00
205-216	\$989.00
217-228	\$1,024.00
229-240	\$1,060.00

revised 4/12/99 - CASTRO PEAK

Initials
SK
OK

EXHIBIT "B"

Months	Rent
1-12	\$630.00
13-24	\$643.00
25-36	\$655.00
37-48	\$669.00
49-60	\$682.00
61-72	\$696.00
73-84	\$709.00
85-96	\$724.00
97-108	\$738.00
109-120	\$753.00
121-132	\$779.00
133-144	\$807.00
145-156	\$835.00
157-168	\$864.00
169-180	\$926.00
181-192	\$958.00
193-204	\$991.00
204-216	\$1,026.00
217-228	\$1,062.00
229-240	\$1,099.00

Revised rental
Schedule (Ex "B")
was attached to
original doc per
the concurrence of
the State of CA


INITIAL

COMMUNICATIONS TOWER SUBLICENSE

LICENSE COVERING PREMISES LOCATED ATCASTRO PEAK RADIO SITE, LOS
ANGELES COUNTYLicense No.: L-2410
Project No. 126300AGENCY

CALIFORNIA HIGHWAY PATROL

LICENSEECOUNTY OF VENTURA, Information Technology
Services Department

THIS SUBLICENSE, hereinafter referred to as the "License", dated for reference purposes only, October __, 2008, is made by and between the State of California, acting by and through its Director of the Department of General Services, with the consent of the California Highway Patrol (CHP), hereinafter called STATE, and the COUNTY OF VENTURA, a subdivision of State government, hereinafter called LICENSEE.

RECITALS:

WHEREAS, pursuant to Government Code Section 14671, the Director of General Services, with the consent of the California Highway Patrol, is authorized to let the STATE'S real property for communications purposes if the Director of the Department of general Services deems such letting is in the best interests of the STATE; and

WHEREAS, the STATE licenses ground area at Castro Peak in the County of Los Angeles, California, from the County of Los Angeles (the "County") pursuant to State Site License No. 1398-001/County License No. L71733, dated August 18, 1998 (the "Master License") expiring August 17, 2018, for placement of a State communications facility consisting of a vault, Tower and propane tank (the "Communications Facility") located at 928 Latigo Canyon Road, City of Malibu, in the County of Los Angeles, State of California; and

WHEREAS, County removed ground area from STATE's Communications Facility by a separate License dated ~~October 17, 2008~~^{February 17, 2008}, and granted LICENSEE permission to occupy 228 gross square feet of ground area removed from the STATE's Communications Facility, and STATE is willing to surrender part of its licensed ground area according to the Memorandum of Understanding ("MOU") between STATE and LICENSEE dated ~~October 17, 2008~~^{November 17, 2008}, in the interests of sharing governmental emergency service capabilities and interconnectivity; and

WHEREAS, LICENSEE also desires to use portions of the STATE Tower located upon STATE's Communication Facility to install, operate and maintain LICENSEE's microwave and radio antennae at said site, for public safety purposes, and STATE is willing to allow such use by LICENSEE; and

WHEREAS, it is in the best interests of the STATE that this License for use of the STATE Tower located at the Communications Facility be consummated between the STATE and LICENSEE on the terms and conditions herein contained;

NOW, THEREFORE, it is hereby mutually agreed as follows:

WITNESSETH:

**PROPERTY
DESCRIPTION**

The subject property is a STATE-owned telecommunications Tower located within the State-licensed Communications Facility, formerly containing 3,800 square feet, now containing 3,572 square feet, within a County of Los Angeles-owned Communications Site at Castro Peak, located at 928 Latigo Canyon Road, City of Malibu, County of Los Angeles, State of California. STATE's Communications Facility consists of a vault, tower, and propane tank. The County Communications Site, situated within Assessor's Parcel Number 4464-022-900, shown on the Communications Site Map in Exhibit "A" consisting of one (1) page, attached hereto and made a part hereof.

AREA

2. STATE hereby licenses unto LICENSEE and LICENSEE hereby hires from STATE, mounting positions on the STATE's Tower located within the STATE Communications Facility for LICENSEE's two (2) microwave and three (3) antennae and related electrical wires, space for coaxial cable to connect the Licensee's base station equipment located outside the STATE's Communications Facility, and electrical power connectivity, (collectively "Premises") situated within STATE's Communications Facility. LICENSEE's equipment and Tower load are described in Exhibit "B," attached hereto, and incorporated herein by reference.

USE

3. (a) The Premises shall be used during the term hereof for mounting and operating LICENSEE's microwave and antennae described in Exhibit B together with the necessary appurtenances thereto as a portion of LESSEE's telecommunications broadcast/receiver/repeater facility described in Exhibit "B", LICENSEE'S "Radio Vault Space Application" (State Form TD-311), and such other transmitting and receiving equipment as STATE may from time to time consent to in writing and for no other purpose or purposes whatsoever.

(b) LICENSEE shall at its sole cost and expense, comply with all of the requirements of all Municipal, State and Federal statutes, laws, ordinances and regulations now in force, or which may be in force pertaining to the Premises.

(c) LICENSEE shall not be responsible in any manner for the maintenance and repair of the equipment of the STATE, or its political subdivisions located within the STATE'S communications facility.

**PERMITS &
APPROVALS**

4. The parties agree that LICENSEE'S ability to use the Premises is dependent upon LICENSEE obtaining all of the certificates, permits, licenses, and other approvals that may be required from any third party. STATE will cooperate with LICENSEE at no expense to STATE, in LICENSEE'S effort to obtain such approvals and to execute any applications or other documents that may be required in connection with the said permits, licenses or other approvals.

**MASTER LICENSE
AND
MEMORANDUM OF
UNDERSTANDING**

5. (a) STATE licenses the underlying land upon which the Tower is situated at Castro Peak Communications Site from County under a Master License, State License No. 3528-001/County License No. L71733 attached hereto and incorporated by reference. LICENSEE shall comply with those standards as described said Master License and accompanying Extensions, Modifications and Amendments, available upon request from the STATE. LICENSEE understands and agrees that this License is subject to the above referenced Master License. Should the terms of the Master License be changed by County and if such changes affect the LICENSEE'S use of the Premises or the cost of using the Premises, LICENSEE agrees to be bound by such changes and to pay its share of any additional Fees assessed by County resulting from such changes

(b) STATE and LICENSEE, entered into an MOU, dated ^{November} ~~October 17~~, 2008, attached hereto as Exhibit "C". The MOU is a three (3)-telecommunications-site agreement for West Torrey Hill, Sisar Peak or Castro Peak. If STATE or LICENSEE terminate the MOU due to events at Sisar Peak or West Torrey Peak, the parties shall not be bound by the provisions of the MOU at this Castro Peak Communications Site, beginning on the Termination Date of the MOU. The following concessions have been made by STATE in the MOU:

(1) License fees otherwise payable by LICENSEE under Section 8, License Fees, of this License has been partially abated by agreement of the parties under the MOU. In the event the MOU is terminated, Rent shall become due and payable as of the effective Termination Date the MOU according to the table in EXHIBIT "D".

(2) STATE shall surrendered to County a 1,000 SF portion of its Communications Site, part of which will be shared jointly with LICENSEE and reduced the remainder of its licensed area to 1,335 GSF accommodate placement of LICENSEE's communications vault, located within the surrendered 1,000 GSF area. In the event the MOU is terminated, the STATE's Communications Site will continue to be reduced in size with no benefit to STATE.

TERM

6. The term of this License shall be for nine (9) years, eleven (11) months and seventeen (17) days (11.56 months); the Commencement Date shall be September 1, 2008, and the expiration Date shall be August 17, 2018, to coordinate with the expiration date of the Master License, with such rights of termination as may be hereinafter expressly set forth.

LICENSEE shall have the right to negotiate to extend the Term of the License provided parties to the Master License have agreed to an extension of License, subject to the expiration or earlier termination of the License between County and LICENSEE.

**EARLY
TERMINATION**

7. (a) The parties hereto agree that either party may terminate this License at any time during the term hereof by giving written notice to the other party, ninety (90) days prior to the date when such termination shall become effective.

(b) In the License between County and STATE is terminated, this Sublicense is also terminated. Provisions for advance notice for such termination are given in the Master License.

(c) Termination of the License between County and LICENSEE for any reason shall also constitute termination of this License.

(d) If LICENSEE fails to complete its move out within the notice period and remains on the Premises, additional fees shall be paid by LICENSEE and prorated based on the actual number of days the LICENSEE occupies the Premises following the effective date of termination.

LICENSE FEES

8. (a) LESSEE shall pay to STATE for the initial term of this License, License fees according to the schedule below, payable annually in advance.

The annual License fee has been partially abated in keeping with the MOU. LICENSEE shall pay the first annual License fee according to the schedule below. Thereafter shall pay to STATE the License fee annually in advance upon the anniversary of the Commencement date each year during the term of this License, plus an annual increase of 2% of the prior year's License fee based on the Fee schedule in EXHIBIT D, that would have been in effect if the Licensee had not entered into a MOU.

Licensee's payments shall display State's License number L- 2410 and shall be payable as follows:

PERIOD*		ANNUAL FEE
September 1, 2008	to August 31, 2009	
September 1, 2009	to August 31, 2010	
September 1, 2010	to August 31, 2011	
September 1, 2011	to August 31, 2012	
September 1, 2012	to August 31, 2013	\$17,613
September 1, 2013	to August 31, 2014	\$21,493
September 1, 2014	to August 31, 2015	\$22,138
September 1, 2015	to August 31, 2016	\$22,802
September 1, 2016	to August 31, 2017	\$23,486
September 1, 2017	to August 17, 2018	\$24,190

Payments shall be made payable to:

California Highway Patrol
Accounting Section
P.O. Box 942900
Sacramento, California 94298-2900

**UTILITIES AND
MAINTENANCE**

9. LICENSEE at its sole cost and expense, during the term of this License shall provide electrical power and emergency standby electrical power for its antennae form its separate licensed area. LICENSEE shall be totally responsible for and maintain its own equipment in good condition and repair. The STATE shall have no financial responsibility for any facility equipment changes, additions or other improvements performed by the LICENSEE. LICENSEE shall have full responsibility to maintain the Premises. LICENSEE shall be allowed to make any facility equipment changes, additions or other improvements, subject to the conditions of the STATE's Master License, as it deems necessary. STATE and LICENSEE agree to share equitably in all Communications Site costs and charges, whether by necessity of maintenance, repair, or by charge from County. STATE and LICENSEE shall maintain their own facility and shared facilities cooperatively and in good condition and repair.

**TECHNICAL
ANALYSIS FEE**

10. A one-time fee of ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$1,500.00) to cover the expense of the technical analysis required to assure compatible telecommunications operations at the site was received by CHP. (Paid 2/13/07).

**ADMINISTRATIVE
FEES**

11. A one time Administrative Fee for the preparation of this license has been received by CHP in the amount of TWO THOUSAND NINE HUNDRED and NO/100 DOLLARS (\$2,900.00). (Paid 2/13/07).

**FEES ASSESSED
LICENSEE FOR
CHANGES**

12. Any action originated by LICENSEE or their representative, such as but not limited to changes in equipment which result in an amendment to this License shall require payment in the amount determined by CHP to represent its estimated administrative cost for processing such transactions by LICENSEE to CHP at the address below:

California Highway Patrol
Telecom Section, Radio Systems Support Unit
P. O. Box 94298
Sacramento, California 94298

**ELECTRICAL
SERVICE**

13. LICENSEE shall have a right of way for electrical service to the Premises; and LICENSEE shall set its own electrical meter for service. The STATE makes no guarantee as to the reliability of said electrical service.

ROAD ACCESS

14. LICENSEE shall have the right of access over the adjacent lands of the Master Licensor as permitted in the Master License, to and from the Premises, solely by use of Latigo Canyon Road. LICENSEE agrees to the following terms and conditions regarding the use of said access road leading to the Communications Site to the Communications Site:

(a) LICENSEE shall exercise its right personally or through its authorized agents, employees, contractors, or servants whenever it is necessary.

(b) LICENSEE shall use said road at its sole risk and avoid traveling upon it to the greatest practical extent at all times when weather conditions are such that excessive damage to the road surface may result from such use, and further, LICENSEE shall, at its expense, promptly repair any road damage caused by its use, including such road surface protective features as water drains, berms, or culverts.

**ROAD
MAINTENANCE.**

15. STATE and LICENSEE shall each be responsible for its "Pro Rata Share" as defined by County of any and all costs and expenses now or in the future incurred by site users, for the maintenance the access road. LICENSEE hereby agrees to pay its proportionate share of such costs. For the purposes of this agreement, each Party's "Pro Rata Share" is based on the sum total of all Communications Site users.

**INTEREST ON PAST
DUE OBLIGATIONS**

16. STATE may charge interest, for any amount due to STATE but not paid when due, at eight (8) percent per annum from the due date. Payment of such interest together with the amount due shall excuse or cure any default by LICENSEE under this Section.

STANDARDS

17. (a) LICENSEE agrees to install, maintain, and operate its electronic equipment in accordance with the specific site standards and any other statutes pertaining to the use of electronic equipment. If LICENSEE was in occupation under a previous License, LICENSEE shall have thirty (30) days from the commencement of this License to conform to any new site standards. LICENSEE shall display on each piece of equipment the appropriate license from the federal regulatory agency.

**ELIMINATION OF
INTERFERENCE**

18. (a) In the event LICENSEE'S installation, or operation, in any way hinders, obstructs, or interferes with the radio or electronic equipment of the STATE, or any tenant at the STATE'S facility, LICENSEE shall, at its sole cost and expense, immediately cease the interfering installation or operation. In the event of LICENSEE'S inability or refusal to immediately cease such interference, STATE may at its option, immediately terminate this License and evict LICENSEE.

(b) Any interference and compatibility testing required hereunder for radio interference with prior installed equipment at the STATE'S facility, by such equipment installed, or by changes to said equipment, shall, be made at the sole cost of LICENSEE by a qualified technical person representing LICENSEE and a representative designated by STATE. If the test is satisfactory to both the technical person and the STATE representative, a certification of such test signed by both the technical person and the STATE representative will be forwarded to STATE at locations indicated in "Notices" Section hereof. All costs incurred by the STATE to conduct compatibility testing will be reimbursed to the STATE by LICENSEE within thirty (30) days of the receipt of a bill from the STATE. Should payment not be received, STATE may at its option, immediately terminate this License and evict the LICENSEE.

**ELIMINATION OF
INTERFERENCE
(CONT.)**

(c) Any interference with the STATE'S electronic equipment during an emergency incident will require immediate cessation of operation, transmission or further use of LICENSEE'S equipment. Failure to do so immediately after being notified of such interference will be grounds for immediate termination of License and eviction of LICENSEE.

**COMPLIANCE
WITH LAWS**

19. (a) LICENSEE shall at its sole cost and expense comply with all the statutes, laws, ordinances and regulations of all municipal, state and federal authorities now in force or which may hereafter be in force pertaining to the Premises and use of the Premises as provided by this License.

(b) The installation and maintenance of the electronic equipment of LICENSEE shall be performed in a neat and workmanlike manner and shall conform in all respects to the fire, safety and construction standards deemed applicable to such installation by the STATE, and be satisfactory to STATE.

**FAILURE TO
PERFORM**

20. In the event of the failure, neglect, or refusal of LICENSEE to do, or perform work, or any part thereof, or any act or thing in this License provided to be done and performed by LICENSEE, STATE will, at its option, have the right to do and perform the same, and LICENSEE hereby covenants and agrees to pay STATE the cost thereof on demand.

**ASSIGNMENT,
SUBLETTING &
CHANGE IN USE**

21. (a) LICENSEE shall not transfer or assign ("assign" shall include any transfer of any ownership interest in the License by LICENSEE or by any partner, principal, or controlling stockholder, as the case may be, from the original LICENSEE, its partner or principal) this License, and shall not sublet, license, permit or suffer any use of the Premises or any part thereof, or License space in any building or tower constructed on the land, or provide communications equipment for the use of others without first obtaining the written consent of the STATE, which consent is at the sole discretion of the STATE.

(b) LICENSEE shall not cause or permit any change of any equipment installed by LICENSEE in such Premises, including power outputs or changes in the use of the frequencies described in Exhibit "B", except upon making a written request to STATE for each such transaction and the obtaining of STATE'S prior written consent thereto.

**ACCESS TO COM-
MUNICATIONS
SITE**

22. Only the LICENSEE, its properly qualified and authorized agents, employees, and contractors, shall have the right of ingress to and egress from the Communications Site. If communications equipment of LICENSEE is operated or maintained by anyone other than its regular employees, the admission of such persons to the Communications Site shall be permitted only upon the express consent of County and STATE and notification to County and CHP having first been obtained prior to site access.

**RIGHTS RESERVED
BY STATE**

23. (a) Subject to approval of County, STATE reserves the right to use the Communications Site (not including the Premises) in any manner, including but not limited to the right to construct, place, maintain, use, operate, repair, replace, alter and move pipelines, conduits, culverts, ducts, fences, poles, electrical energy, power and communication lines, roads, bridges, subways, sidewalks, to grant easements over, across, upon and under said real property, and the continuous right of ingress to and egress from any portion or portions of said real property in such manner as not to create any unreasonable interference with the exercise of the rights granted to LICENSEE.

(b) Any grant herein contained is subject to all valid and existing contracts, leases, licenses, easements, encumbrances and claims of title which may affect said facility.

(c) No priority or other rights will attach to the use of any space on STATE'S Tower.

**RIGHTS RESERVED
BY STATE (CONT)**

(d) STATE will have the right at any time upon giving notice thereof to re-assign or re-allocate the amount or location of licensee's premises, so long as it does not degrade transmission or reception of signal. In the event that STATE is required to re-allocate space on the Tower, Licensee shall, within sixty (60) days of receipt of notice thereof from STATE, remove or relocate its equipment in conformity with said re-allocation.

NOTICES

24. (a) All notices or other communications required or permitted hereunder shall be in writing with License number L- 2410 prominently displayed, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below, or sent by electronic facsimile to the telefacsimile numbers set forth below. All such notices or other communications shall be deemed received upon the earlier of (1) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (2) if mailed as provided above, on the date of receipt or rejection, or (3) if given by electronic facsimile, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time. so long as such day is not a state or federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

TO STATE:

DEPARTMENT OF GENERAL SERVICES

U.S. Postal Service

Department of General Services
Real Estate Services Division
SOLD (L-2410)
P.O. Box 989052
West Sacramento, CA 95798-9052
(916) 375-4025 (Public No.)
(916) 375-4029 (Facsimile No.)

Express Mail

Department of General Services
Real Estate Services Division
SOLD (L-2410)
707-3rd Street, Fifth Floor
West Sacramento, CA 95605

CALIFORNIA HIGHWAY PATROL

California Highway Patrol
Telecommunications Section
Radio Systems Support Unit
P. O. Box 942898
Sacramento, California 94298-001
(916) 375-2901 (Public No.)
(916) 375-2906 (Facsimile No.)

TO LICENSEE:

County of Ventura
Information Technology Services Department
Att: Wireless Chief
11201-D River Bank Dr.
Ventura, CA 93004
(805) 672-2022 (Public No.)
(805) 659-6998 (Facsimile No.)

(b) Notice of change of address, telephone or telefacsimile number shall be given by written notice in the manner described in this Section. LICENSEE is obligated to notice all STATE offices listed above and the failure to provide notice to all STATE offices will be deemed to constitute a lack of notice.

PROHIBITED USES

25. LICENSEE shall not commit, suffer or permit any waste or nuisance on the Premises or on STATE property or any acts to be done thereon in violation of any laws or ordinances, and shall not use or permit the use of the Premises for any illegal or immoral purposes. No dumping of refuse by LICENSEE is permitted at the Premises. LICENSEE agrees not to cut or remove any trees or brush thereon except as approved in writing in advance by County and STATE. LICENSEE agrees that it shall at all times exercise due diligence in the protection of the Premises, Communications Site and the property against damage or destruction by fire or other cause.

**HOLDING OVER &
LICENSE RENEWAL**

26. (a) Any holding over by LICENSEE after expiration or termination shall not be considered as a renewal or extension of this License. The occupancy of the Premises after the expiration or termination of this License shall constitute a month to month tenancy, and all other terms and conditions of this License shall continue in full force and effect; except for Fees. The LICENSEE has had continuous and uninterrupted occupation of the Premises described in the "Area" Section hereof, under a reciprocal fee agreement and therefore has been charged a less than market rate of fees. During hold over, LICENSEE shall forfeit its reciprocal status and, at the STATE'S sole discretion, shall be subject to a fee increase of ten percent (10 %) of the ending fees, payable monthly in advance.

(b) STATE offers and LICENSEE accepts no assurance that the Premises or any other comparable space or facilities at the site described herein will be made available to LICENSEE beyond the term stated above or as said term is reduced as provided herein.

**FIRE & CASUALTY
DAMAGES**

27. STATE will not keep improvements which are constructed or installed by LICENSEE under the provisions of this License insured against fire or casualty, and LICENSEE shall make no claim of any nature against STATE by reason of any damage to the business or property of LICENSEE in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of the STATE in the course of their employment.

ACTS OF NATURE

28. (a) If any of LICENSEE'S improvements or equipment are destroyed by acts of nature, LICENSEE may replace them with improvements or equipment of the same general type that meets or exceeds the technical specifications of the original equipment, that occupies no more physical space and that consumes no more electrical power. LICENSEE shall immediately notify STATE of such items and the date the replacement is completed.

**HAZARDOUS
WASTE**

29. (a) LICENSEE agrees that it shall comply with all laws, either federal, state, or local, existing during the term of this License pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

(b) In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LICENSEE'S illegal or alleged illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LICENSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.

(c) Where the LICENSEE is found to be in breach of this Section due to the issuance of a government order directing the LICENSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LICENSEE or any person acting under LICENSEE'S direct control and authority, LICENSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

**HAZARDOUS
WASTE (CON'T)**

(d) In the event a government order is issued naming the LICENSEE, or the LICENSEE incurs any liability during or after the term of the License, in connection with contamination which pre-existed, the LICENSEE'S obligations and occupancy under this License or which were not caused by the LICENSEE, STATE will hold harmless, indemnify, and defend the LICENSEE in connection therewith and shall be solely responsible as between LICENSEE and STATE for all efforts and expenses therefore.

**IMPROVEMENTS &
MODIFICATIONS**

30. No changes, improvements or modifications are to be made without the prior consent and approval of the CHP. Approval by State will not constitute approval of any equipment installed or to be installed by LICENSEE and will not relieve LICENSEE of the obligation of complying with any and all terms and conditions of this License; LICENSEE shall notify the STATE thirty (30) days prior to the actual installation. LICENSEE at its sole cost and expense may, from time to time during its tenancy of the Premises:

(a) Connect such wires and equipment to lines adjoining the Premises. All work done by LICENSEE on the Premises shall be done in a lawful manner and in conformity with all applicable laws, ordinances, and regulations, and shall in no way impair visibility from any other improvement or installation of the STATE or anyone claiming under it, and provided further that the Premises shall be kept free from any and all liens and charges on account of labor or materials used in or contributing to any work thereon.

(b) Furnish, install and use in, upon, and under, and to remove from the Premises such wires, equipment and other property of whatsoever kind and nature as LICENSEE deems necessary consistent with the purpose of this License as set forth in "Use" Section hereof.

(c) Improve the Premises in a manner consistent with the purposes of this License as set forth in "Use" Section hereof, including but not limited to the installation, operation, maintenance, or removal of said communication equipment, provided that any such improvement or equipment shall be constructed or installed in such manner as not to impair visibility from any other improvement located on or near the Premises under control of the STATE or anyone claiming under it, and provided further that plans for the construction or enlargement of any improvement will be submitted to STATE in advance of such construction or enlargement, and will be subject to written approval by STATE.

**DISPOSITION OF
LICENSEE'S
IMPROVEMENTS**

31. (a) During the term of this License, all wires, equipment, and other personal property placed in, upon, or under the Premises by LICENSEE shall remain the property of LICENSEE and shall be removed by LICENSEE, at its sole cost and expense within thirty (30) days after expiration or termination of LICENSEE'S tenancy.

(b) Should LICENSEE fail to remove said equipment and personal property within thirty (30) days after expiration or termination of the License, STATE may do so at the risk of LICENSEE. Upon written demand by STATE, LICENSEE shall immediately pay all costs and expenses of the removal of LICENSEE'S personal property and equipment.

(c) LICENSEE may, however, with written consent of STATE, abandon in place any and all of LICENSEE'S equipment and personal property, whereupon, as abandoned, title to said improvements will vest in STATE.

**LICENSEE
GUARANTEES**

32. LICENSEE hereby guarantees any and all work or services performed by LICENSEE or LICENSEE'S properly qualified or authorized agents, employees, contractors and servants, in order to accomplish the installation and/or maintenance of their communications equipment at the STATE'S facilities. Should the interruption or failure of STATE'S existing computer or building support systems occur due to, or be connected with LICENSEE'S installation and/or maintenance of LICENSEE'S equipment, all costs to repair or replace STATE'S existing systems will be the sole responsibility of LICENSEE.

**CONDITION OF
PREMISES**

33. (a) LICENSEE accepts the Premises as being in good order, condition and repair, unless otherwise specified herein, and agrees that on the last day of the term, or sooner termination of this License, to surrender up to STATE the Premises, with any appurtenances or improvements therein, in the same condition as when received, reasonable use and wear thereof and damage by act of God, excepted.

(b) LICENSEE shall not call on STATE to make any repairs or improvements on the Premises and LICENSEE shall keep the same in good order and condition at its own expense.

DEFAULT

34. LICENSEE shall make all payments to the STATE without deduction, default or delay. In the event of the failure of LICENSEE to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of LICENSEE to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from STATE to LICENSEE of such default, this License may, at the STATE'S sole discretion, be terminated. In the event of termination of this License, it shall be lawful for STATE to reenter into and upon the Premises and every part thereof and to remove and store at LICENSEE'S expense all property there from and to repossess and occupy the Premises. In the event STATE terminates this License pursuant to this Section, the STATE shall not be required to pay LICENSEE any sum or sums whatsoever.

**VACATING THE
PREMISES**

35. LICENSEE shall, on the last day of said term or sooner termination of this License, peaceably and quietly leave, surrender, and yield up to STATE, the Premises in good order, condition, and repair, reasonable use and wear thereof and damage by acts of nature, excepted.

**RECOVERY OF
LEGAL FEES**

36. If action is brought by the STATE for the recovery of any fees due under the provisions hereof or for any breach hereof, or to restrain the breach of any agreement contained herein, or for the recovery of possession of said Premises, or to protect any rights given to the STATE against LICENSEE, and if the STATE will prevail in such action, ~~the LICENSEE shall pay to the STATE such amount in attorney's fees in said action as the court shall determine to be reasonable, which shall be fixed by the court as part of the costs of said action.~~

**TAXES &
ASSESSMENTS**

37. LICENSEE agrees to pay all lawful taxes, assessments or charges which at any time may be levied upon any interest in this License. It is understood that this License may create a possessory interest subject to property taxation and LICENSEE may be subject to the payment of property taxes levied on such interest.

**NON-
DISCRIMINATION**

38. (a) In the performance of this License, the LICENSEE shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, sex, sexual orientation, or use of family care leave. LICENSEE shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment.

(b) Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

NON-
DISCRIMINATION
(CONT.)

(c) LICENSEE shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this License by reference and made a part thereof as if set forth in full. LICENSEE shall give written notice of its obligations under this clause to any labor organizations with which they have collective bargaining or other agreement. Further, LICENSEE shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the STATE setting forth the provisions of this Fair Employment Practices Section. (Government Code, Section 12920-12994).

(d) Remedies for willful violations:

(1) The STATE may determine a willful violation of the Fair Employment Practices provision to have occurred upon the receipt of a final judgment having that effect from a court in an action to which LICENSEE was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the LICENSEE has violated the Fair Employment Practices Act and has issued an order pursuant to the appropriate provisions of the Government Code.

(2) The STATE will have the right to terminate this License and any loss or damage sustained by the STATE by reason thereof will be borne and paid for by the LICENSEE.

INSURANCE

39. (a) LICENSEE and all Contractors or Sub Contractors, shall furnish a certificate of insurance with the STATE'S License Number (L-2410) indicated on the face of said certificate, issued to STATE with amounts of Commercial General Liability of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and Fire Legal Liability of at least FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) naming the State of California, its officers, agents and employees as additional insured. The certificate of insurance shall be delivered to the Department of General Services at the address listed in the "Notices" Section hereof. Said certificate of insurance shall be issued by an insurance company with a rating that is acceptable to the Department of General Services, Office of Risk and Insurance Management, 707 Third Street, West Sacramento, CA 95605. STATE reserves the right to review and adjust insurance requirements as necessary during the term of this License.

(b) It is agreed that STATE will not be liable for the payment of any premiums or assessments on the insurance coverage required by this Section. The certificate of insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to STATE. LICENSEE and all Contractors or Sub Contractors agree that the insurance herein provided for shall be in effect at all times during the term of the License, all extensions thereof, hold-over periods or any other occupancy of the Premises by LICENSEE. In the event said insurance coverage expires at any time or times during the term of this License, LICENSEE agrees to provide STATE at least thirty (30) days following said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than one (1) year. In the event LICENSEE or all Contractors or Sub Contractors fail to keep in effect at all times insurance coverage as herein provided, STATE may, in addition to any other remedies it may have, terminate this License upon the occurrence of such event.

(c) LICENSEE and all Contractors or Sub Contractors agree to provide necessary Workers Compensation Insurance for all employees of LICENSEE upon said Premises at the LICENSEE'S own cost and expense.

INSURANCE (CONT)

(d) If LICENSEE is self-insured, LICENSEE shall provide STATE with written acknowledgment of this fact at the time of the execution of this License. LICENSEE shall annually thereafter, on the anniversary of the date of execution of this License, provide STATE with a written acknowledgment of the continuation of its self-insured status. If, at any time after the execution of this License, LICENSEE abandons its self-insured status, LICENSEE shall immediately notify STATE of this fact. Upon abandonment of LICENSEE'S self-insurance status, LICENSEE shall be required to provide insurance coverage and certificates as outlined above.

**HOLD HARMLESS/
INDEMNIFICATION**

40. This License is made upon the express condition that the STATE is to be free from all liability and claims for damages by reason of any injury to any person or persons, including LICENSEE, or property of any kind whatsoever and to whomsoever belonging, including LICENSEE, from any cause or causes whatsoever while in, upon , or in any way connected with the Premises during the term of this License or any occupancy hereunder, holdover periods or any other occupancy of the Premises by LICENSEE, except those arising out of the negligence of the STATE. LICENSEE agrees to defend, indemnify, and save harmless the STATE from all liability, loss, cost or obligation on account of or arising out of any such injury or loss, however occurring.

LOSSES

41. STATE will not be responsible for losses or damage to personal property, equipment or materials of LICENSEE and all losses shall be reported to STATE immediately upon discovery.

**DEBT LIABILITY
DISCLAIMER**

42. The STATE, including but not limited to the State's General Fund or any special self insurance programs, is not liable for any debts, liabilities, settlements, liens or any other obligations of the LICENSEE or its heirs, successors or assigns. The STATE and its agencies, departments and divisions will not be liable for and will be held harmless by LICENSEE and for any claims or damages associated with any contract, tort, action or inaction, error in judgment, act of negligence, intentional tort, mistakes, or other acts taken or not taken by the LICENSEE, its employees, agents, servants, invitees, guests or anyone acting in concert with or on behalf of the LICENSEE. The STATE has no obligation to defend or undertake the defense on behalf of the LICENSEE or its heirs, successors or assigns. LICENSEE shall defend the State of California and its agencies, departments and divisions from any claims, actions, lawsuits, administrative proceedings or damages associated with any contract, tort, action or inaction, error in judgment, act of negligence, intentional tort, mistakes, or other acts taken or not taken by the LICENSEE, its employees, agents, servants, invitees, guests, or anyone acting in concert with or on behalf of the LICENSEE.

**RELOCATION
PAYMENTS**

43. In the event that STATE terminates this License pursuant to its terms, Licensee acknowledges and agrees that it has no claim against the STATE for Relocation Payments, Relocation Advisory Assistance, or costs pursuant to the Government Code sections 7260 et seq, or any regulations implementing or interpreting such sections. Licensee further agrees that it has no claim in either law or equity against the STATE for damages or other relief should the License be terminated, and waives any such claims it may have.

**SMOKING
RESTRICTIONS**

44. Smoking shall not be allowed inside any building, or within 20 feet of any entrance or operable window of any building.

RECORDING

45. LICENSEE shall not record this License or a short form memorandum thereof. Any such recordation will, at the option of STATE, constitute a non-curable default by LICENSEE hereunder.

**AUTHORITY
TO CONTRACT**

46. (a) If LICENSEE is a public, private or non-profit corporation, each individual executing this License on behalf of said LICENSEE shall provide evidence, which is acceptable to the STATE, that he/she is duly authorized to execute and deliver this License on behalf of said LICENSEE in accordance with a duly adopted resolution of the Board of Directors or in accordance with the Bylaws of said Board, and that this License is binding upon said Board of Directors in accordance with its terms.

(b) LICENSEE shall, concurrently with the execution of this License, deliver to the STATE at the address for the Department of General Services shown in the "Notice" Section of this License, either a copy of the board's bylaws or a certified copy of the resolution of the Board of Directors authorizing or ratifying the execution of this License.

(c) In addition prior to the execution of this License, LICENSEE shall provide STATE with a copy of LICENSEE'S current bylaws and corporate filing status as filed with the California Secretary of State.

**PARTNERSHIP
DISCLAIMER**

47. LICENSEE its agents and employees shall act in an independent capacity and not as officers or employees of STATE. Nothing herein contained will be construed as constituting the parties herein as partners.

CEQA

48. Any physical changes made to the improvements on the Communications Site by Licensee or its agents pursuant to Section 30 above shall be considered categorically exempt from the California Environmental Quality Act (CEQA) as provided for in title 14, California Code of Regulations, Sections 15301, 15302 and 15303.

BANKRUPTCY

49. In no event shall this License or the land become an asset of LICENSEE in bankruptcy, receivership or other judicial proceedings. LICENSEE shall be in default under this License and the provisions of the "Right of Entry" Section hereof shall apply in the event of any of the following: (a) LICENSEE becomes insolvent or makes an assignment for the benefit of creditors, (b) a petition in bankruptcy is filed by or against LICENSEE, (c) a writ of execution is levied against this License or the land, (d) LICENSEE abandons or vacates or does not continuously occupy or safeguard the Premises.

**AMENDMENTS &
MODIFICATIONS**

50. No amendment, modification, or supplement to this License shall be binding on either party unless it is in writing and signed by the party to be bound by the modification.

MUTUAL CONSENT

51. Notwithstanding anything herein contained to the contrary, this License may be terminated and the provisions of the License may be altered, changed, or amended by mutual consent of the parties hereto in writing.

FORCE MAJEURE

52. If either LICENSEE or STATE will be delayed or prevented from the performance of any act required hereunder by reason of acts of God, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this License) or other cause without fault and beyond the control of the party obligated (except financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Nothing in this Section shall excuse LICENSEE from prompt payment of any fees, taxes, insurance or any other charge required of LICENSEE, except as may be expressly provided in this License.

WAIVER

53. If the STATE waives the performance of any term, covenant or condition contained in this License, such waiver shall not be deemed to be a waiver of that or any subsequent term, covenant or condition. Failure by STATE to enforce any of the terms, covenants or conditions of this License for any length of time shall not be deemed to waive or decrease STATE'S right to insist thereafter upon strict performance by LICENSEE. Waiver by STATE of any term, covenant, or condition contained in this License may only be made by a written document properly signed by an authorized STATE representative.

**ANTENNA AND
MICROWAVE
REQUIREMENTS**

54. (a) Legal Requirements. All installations must conform with all state and national regulations and the following State and National codes or any supplements, amendments or provisions which supersede them:

- (1) American National Standards Institute: ANSI/EAI-222E
Structural Standards for Steel Antenna Towers and Antenna Supporting Structures
- (2) Federal Aviation Administration Regulations: Vol. XI, Part 77 "Objects Affecting Navigable Airspace"; Advisory Circular "Obstruction Marking and Lighting" AC 70/7460; Advisory Circular "High Intensity Obstruction Lighting Systems" AC 150/5345-43; FAA/DOD Specifications L-856
- (3) Federal Communications Commission Rules and Regulations: OET Bulletin 65 guidelines; Code of Federal Construction, Marking and Lighting of Antenna Regulations; Title 47, Structures; Chapter I, Part 17
- (4) National Electrical Code
- (5) Occupational Safety and Health Administration: Safety and Health Standards (29 CFR 1910) General Industry, Subpart R Special Industries, 1910.268 Telecommunications, 1926.510 Subpart M Fall Prevention

(b) Emissions. If antenna power output ("RF Emissions") is presently or hereafter becomes subject to any restrictions imposed by the FCC or other governmental agency for RF Emissions standards on Maximum Permissible Exposure ("MPE") limits, or if the Tower Facility otherwise becomes subject to federal, state or local rules, regulations, restrictions or ordinances, Licensee shall comply with Licensor's reasonable requests for modifications to the Approved Equipment which are reasonably necessary for Licensor to comply with such limits, rules, regulations, restrictions or ordinances and Licensor shall use commercially reasonable efforts to cause all other licensees of the Tower Facility to promptly comply. If Licensor requires an engineering evaluation or other power density study be performed to evaluate RF Emissions compliance with MPE limits, then all reasonable costs of such an evaluation or study shall be paid proportionately by Licensee and all other licensees of the Tower within 30 days of Licensor's request therefor. If said study or a study sponsored by any governmental agency indicates that RF Emissions at the Tower Facility do not comply with MPE limits, then Licensee and Licensor, each for itself, shall immediately take any and all steps necessary to ensure that it is individually in compliance with such limits, up to and including cessation of operation, until a maintenance program or other mitigating measures can be implemented to comply with MPE and in addition, Licensor shall use commercially reasonable efforts to cause all other licensees of the Tower to take similar steps necessary to ensure that they are individually in compliance with such limits.

**ANTENNA AND
MICROWAVE
REQUIREMENTS
CONT)**

(c) Radio Frequency Interference Protective Devices: The Licensee must cooperate immediately with Licensors when called upon to investigate a source of interference, whether or not it can be conclusively proven that Licensee's equipment is involved. If due to Licensee's use or proposed use, there exists any change to the RF environment it will be at Licensors' sole discretion to require additional protective devices based upon Licensors' evaluation.

(d) Antennas and Antenna Mounts: All mounting hardware to be utilized by Licensee is to be as specified by tower manufacturer and approved by Licensors. Connections are to be taped with stretch vinyl tape (Scotch #33-T or equivalent) and Scotchkoted or equivalent (including booted pigtails) and must meet manufacturer's VSWR specifications. Any corroded elements must be repaired or replaced. Antennae must be DC grounded type, or have the appropriate lightning protection as determined by Licensors. No welding or drilling on mounts will be permitted. All antennas must be encased in fiberglass radomes and be painted or impregnated with a color designated by Licensors as the standard antenna color for aesthetic uniformity.

**ENTIRE
AGREEMENT**

55. This License and its exhibits constitute the entire agreement between STATE and LICENSEE. No prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding.

**SECTION
HEADINGS**

56. All Section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this License.

SEVERABILITY

57. If any term, covenant, condition, or provision of this License or any application thereof, to any extent, is found invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this License will not be affected thereby, and will be valid and enforceable to the fullest extent permitted by law.

SUPERSEDE

58. This License supersedes and voids any prior license, license or agreement between the STATE and the LICENSEE identified in this License with regards to the Premises.

BINDING

59. The terms of this License and covenants and agreements herein contained shall apply to and shall bind and inure to the benefit of the heirs, representatives, assigns and successors in interest of the parties hereto.

ESSENCE OF TIME

60. Time is of the essence for each and all of the provisions, covenants and conditions of this License.

THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK

IN WITNESS WHEREOF, this License has been executed by the parties hereto as of the date written below.

STATE OF CALIFORNIA:
APPROVED:

DIRECTOR OF DEPARTMENT OF
GENERAL SERVICES

By: Michael Butler
MICHAEL BUTLER, Assistant Chief
Real Property Services Section

Date Executed: 10/03/2008

LICENSEE:
COUNTY OF VENTURA

INFORMATION TECHNOLOGY
SERVICES DEPARTMENT

By: Richard Jackson
RICHARD JACKSON,
Chief Information Officer

Date: 11-17-08



CONSENT BY MASTER LICENSOR:
COUNTY OF LOS ANGELES

By: William T Fujioka
WILLIAM T FUJIOKA, Chief Executive Officer

Date Signed: 3/2/09

Approved as to Form:

By: Chair of the Board of Supervisors

ATTESTS:

By: Dean C. Logan
DEAN C. LOGAN, Registrar-Recorder/
County Clerk, County of Los Angeles

CONSENT BY AGENCY:
CALIFORNIA HIGHWAY PATROL

By: Lisa Paolini
LISA PAOLINI, Chief
Office of Administrative Services
California Highway Patrol

Date Signed: 9/26/08

APPROVED AS TO FORM
RAYMOND G. FORTNER, JR., County Counsel

By: Deputy

RECOMMENDS APPROVAL:

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION

By: Beth Blair
BETH BLAIR, Real Estate Officer

List of Exhibits:

EXHIBIT "A" – COMMUNICATIONS SITE

EXHIBIT "B" – PREMISES, TD-311, State Telecommunications Application, equipment list

EXHIBIT "C" – MEMORANDUM OF UNDERSTANDING BETWEEN STATE OF CALIFORNIA AND VENTURA COUNTY

EXHIBIT "D" – FEE SCHEDULE EFFECTIVE UPON TERMINATION OF MEMORANDUM OF UNDERSTANDING

[illegible]

SCNU



MEMORANDUM

EXHIBIT "B"

Date: October 29, 2007

To: Captain Marc Shaw, Commander G-20
Telecommunications Section
California Highway Patrol
860 Stillwater Road
West Sacramento, CA 95605

From: Department of General Services
Telecommunications Division (916) 857-9903

Subject: FACILITIES REQUEST FROM VENTURA COUNTY

This memo is in response to the request from Ventura County for remote site development at Sisar Peak, Torrey Peak and Castro Peak. Ventura County had presented technical data on parameters to be used in vault and tower work that will be implemented at the above mentioned remote sites. After review of the data that has been presented, we are making the following summary of recommendations:

Sisar Peak:

1. Ventura County will construct a new 50 ft tower that will be able to meet CHP's future requirements.
2. A solar panel frame built by Ventura County will allow the installation of additional future solar panels.
3. The existing microwave grid dish may need to be raised if the expanded solar panel structure obstructs the microwave path.
4. Ventura County will install a pre-fabricated building that will alleviate space congestion.
5. The issue of how emergency generator power will be shared and maintained remains to be agreed upon.
6. Future operational frequencies need to be discussed to mitigate the potential of intermodulation.

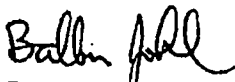
Torrey Peak:

1. Structural analysis of existing 80 ft tower indicates that the tower is capable of sustaining loading caused by two additional 4 ft microwave dishes and one omni directional antenna.
2. Ventura County will install a pre-fabricated building that will alleviate space congestion.
3. The issue of how emergency generator power will be shared and maintained remains to be agreed upon.
4. CHP needs to discuss with Newhall Ranch any cost issues related to the site lease.

Castro Peak:

1. Structural analysis of the existing 80 ft tower indicates that the tower is capable of sustaining loading caused by three additional 6 ft microwave dishes and two omni directional antenna.
2. Ventura County will install a pre-fabricated building that will alleviate space congestion and has requested that the CHP generator can be used to supply emergency power.
3. The issue of how emergency generator power distribution will be shared remains to be agreed upon.

In summary, Ventura County has provided the required data to implement their communication systems at Sisar, Torrey, and Castro Peaks. The issue of sharing emergency power still needs to be discussed with Ventura County. This topic will not prevent the installation of pre-fabricated vaults and associated work related to antenna towers. Also, CHP should install CHPERS Blue frequency antennas ahead of schedule so that there are no space allocation issues on the tower. If there are any additional questions, please let me know.



BALBIR JOHL
Senior Telecommunications Engineer

BJ:cf:chpventura.memo.doc

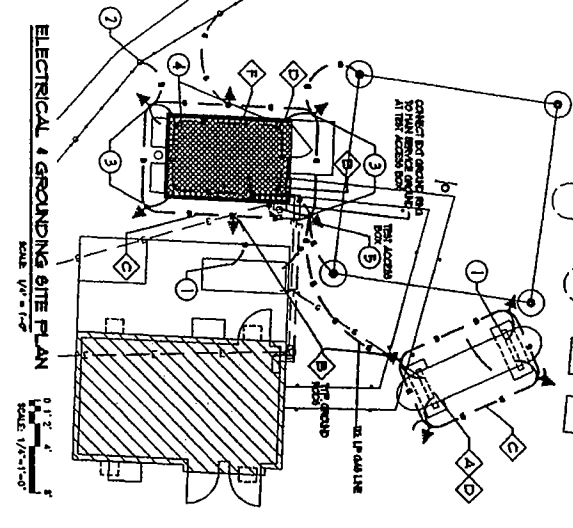
cc: Captain Carlos Marquez, Commander, California Highway Patrol
Sue Hollis, Telecommunications Systems Manager, California Highway Patrol
Jim Pratt, Senior Telecommunications Engineer, Microwave Unit
Margaret Lin, Associate Telecommunications Engineer, CHP Unit
Steve Dold, Associate Telecommunications Engineer, Microwave Unit

CASTRO BEAK

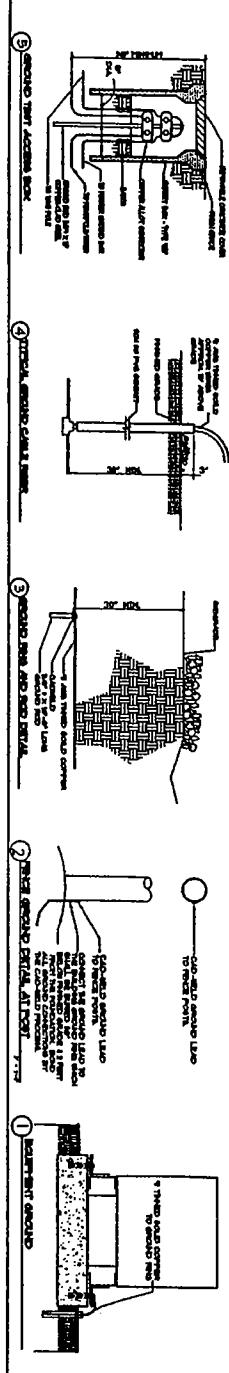
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CASTRO PEAK
COMMUNICATIONS SITE
CASTRO PEAK FIRE ROAD
COUNTY OF LOS ANGELES
CALIFORNIA

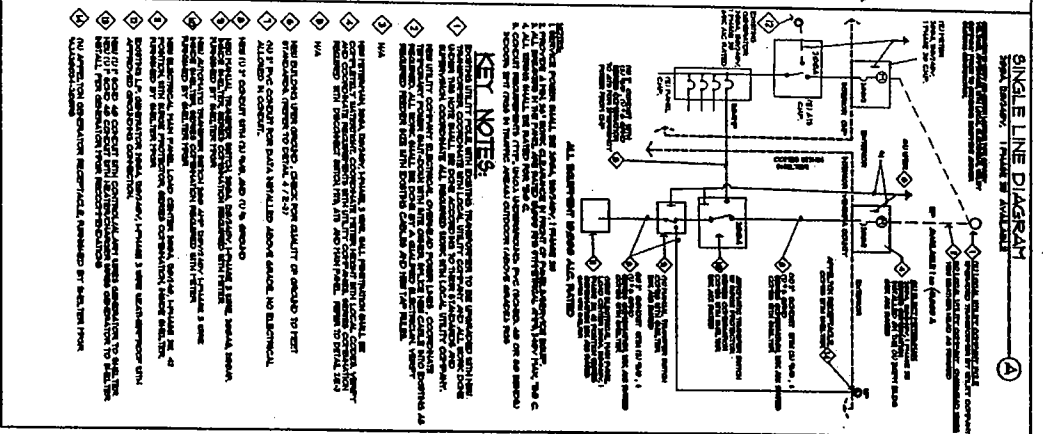
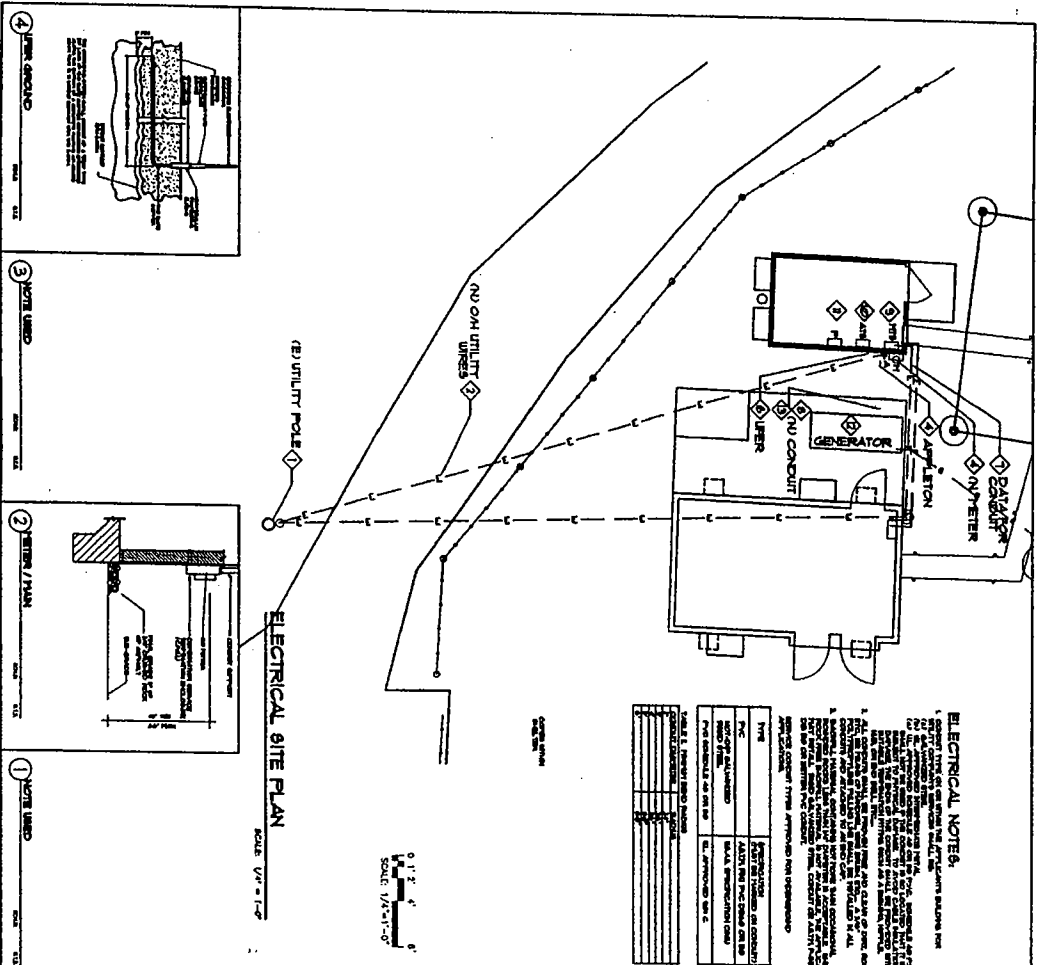
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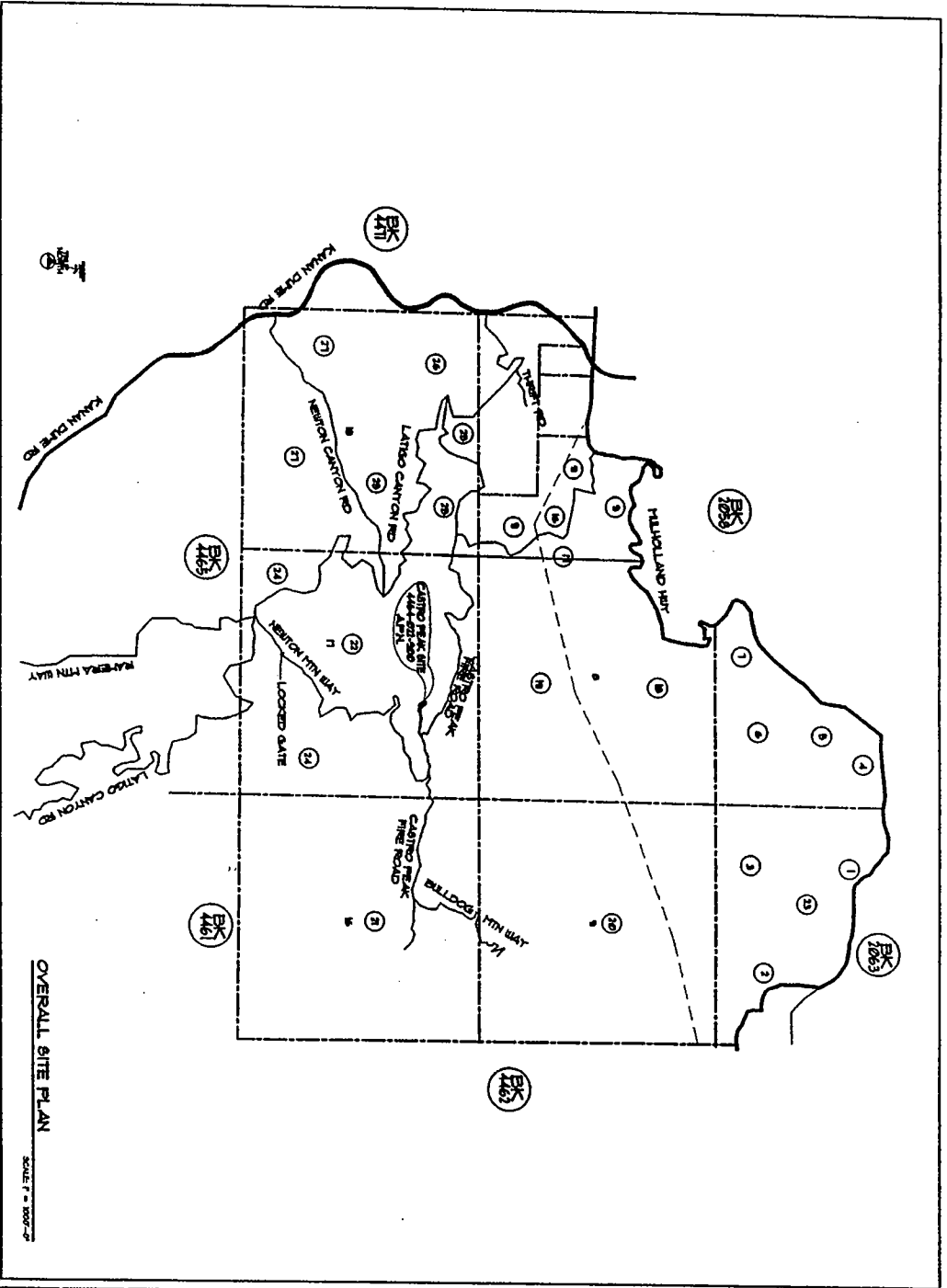
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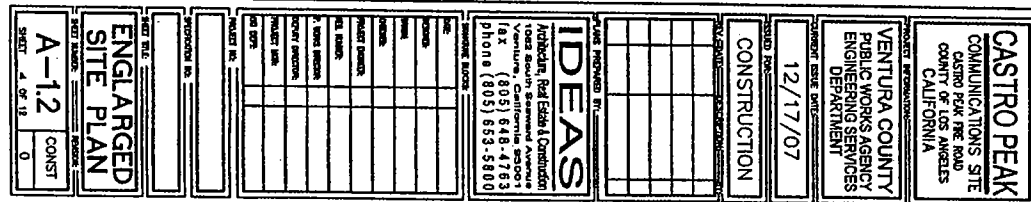
CASTRO PEAK COMMUNICATIONS SITE CASTRO PEAK FIRE ROAD COUNTY OF LOS ANGELES CALIFORNIA		PROJECT INFORMATION VENTURA COUNTY PUBLIC WORKS AGENCY ENGINEERING SERVICES DEPARTMENT		CONTRACT NAME DATE 12/17/07	DESIGNED BY CONSTRUCTION	DRAWING PROVIDED BY IDEAS Architect, Draft, Sales & Construction 10822 South Sawdust Avenue Los Angeles, CA 90047 Phone (805) 853-5800	PROJECT SPECIFICATIONS 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11. <input type="checkbox"/> 12. <input type="checkbox"/> 13. <input type="checkbox"/> 14. <input type="checkbox"/> 15. <input type="checkbox"/> 16. <input type="checkbox"/> 17. <input type="checkbox"/> 18. <input type="checkbox"/> 19. <input type="checkbox"/> 20. <input type="checkbox"/> 21. <input type="checkbox"/> 22. <input 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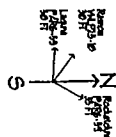


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12/17/07	
VENTURA COUNTY PUBLIC WORKS AGENCY ENGINEERING SERVICES DEPARTMENT	
PROJECT NO. _____	
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CASTRO PEAK COMMUNICATIONS SITE CASTRO PEAK, FIRE ROAD COUNTY OF LOS ANGELES CALIFORNIA		VENTURA COUNTY PUBLIC WORKS AGENCY ENGINEERING SERVICES DEPARTMENT		PROJECT INFORMATION 12/17/07 REPORT DATE		CONSTRUCTION 12/17/07		IDEAS Architects, Real Estate & Construction 10025 South Shavano Avenue Van Nuys, CA 91411 Phone (805) 553-5800 Fax (805) 848-4763	
OVERALL SITE PLAN A-1.1 SHEET 2 OF 12		SHEET NO. 0		SHEET NO. 0		SHEET NO. 0		SHEET NO. 0	



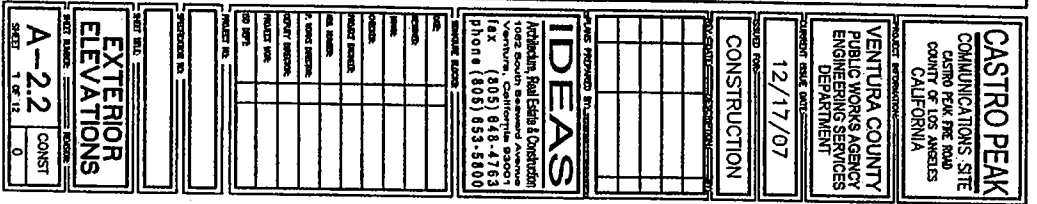


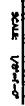
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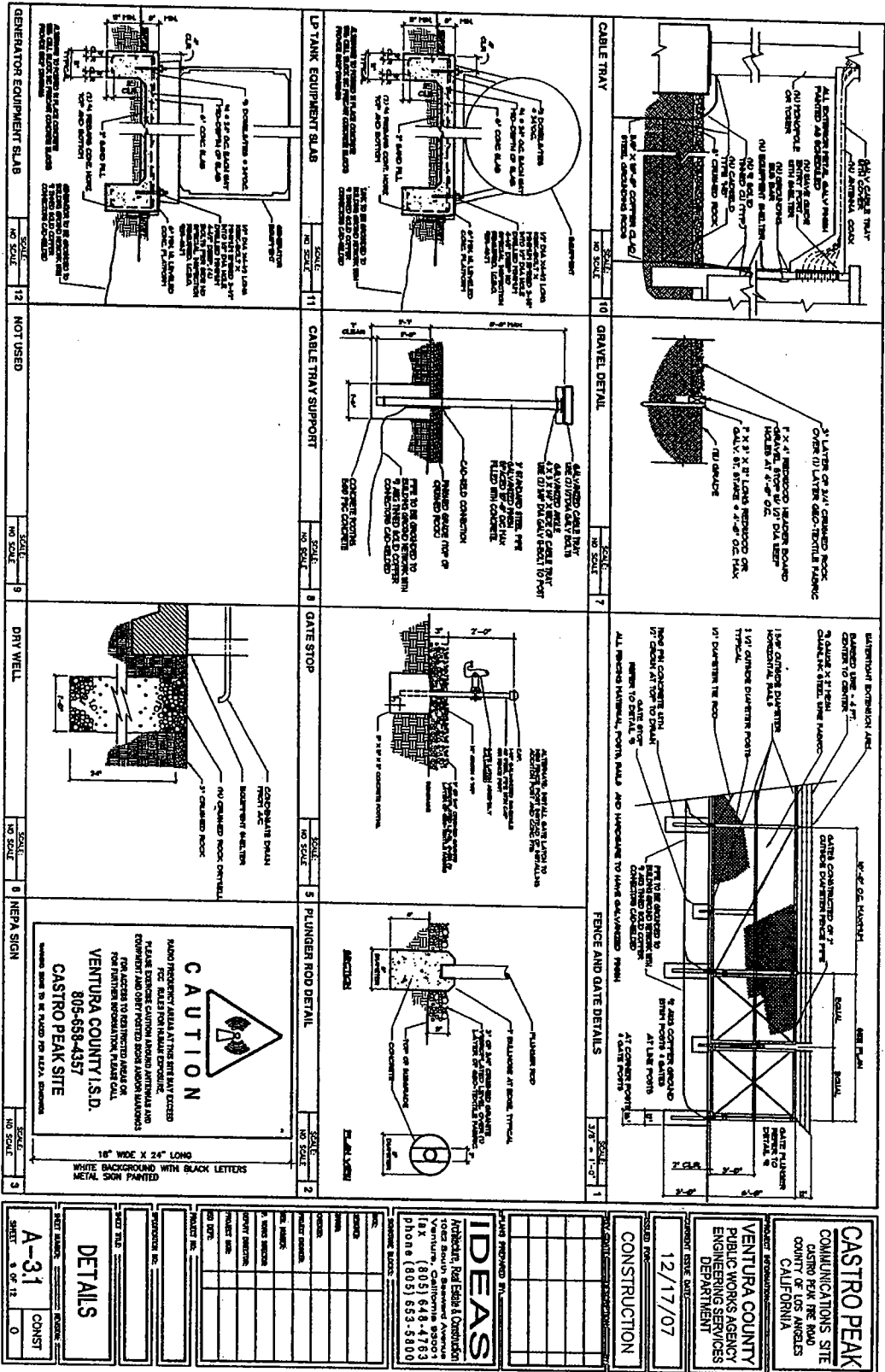
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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
STATE OF CALIFORNIA AND THE COUNTY OF VENTURA**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into by the State of California, hereinafter referred to as "State", the County of Ventura, hereinafter referred to as "County".

A. PURPOSE:

The purpose of this MOU is for the State and County to further their missions by co-locating electronic communication equipment and establishing a reciprocal relationship for land use, occupancy, sharing of facilities and power sources, certain real property and personal property at three communications facilities for which State could charge the County, and which the County could charge the State associated rental fees for use of facilities and equipment or the cost of providing services at West Torrey Hill Communications Facility, Sisar Peak Communications Facility and Castro Peak Communications Facility (the "Site(s)"). The MOU is contingent upon approval of a Lessor or land owner at each Site, as evidenced by a separate Lease between each Lessor/land owner, State and County.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The State and County have complementary missions and overlapping jurisdictions to serve the public, provide essential communications, and provide for security of the equipment at their Sites. In carrying out their missions, the State and County would like to use each other's property or services for which each may charge a fee for additional parties to use facilities, equipment or services.

The State and County agree that it is mutually beneficial and in the public interest to share facilities and power sources, save administrative costs and facilitate their complementary missions. Moreover, the agreement to waive the collection of some rents and share in site management reflects the collaborative working relationship desired by the State and County.

In consideration of the above premises, the parties resolve:

**C. THE STATE SHALL FACILITATE SHARING OF RESOURCES BY
COMMITTING TO THE FOLLOWING:**

1. By State at State's expense. ALL 3 SITES:

Return part of leased premises to property owner to provide space at the CHP communications site to locate a County vault.

2. By State at State's expense at CASTRO PEAK:

Provide to County emergency power from the output of CHP's automatic transfer switch.

Provide tower space to County.

Provide power generation from CHP-installed generator.

3. By State at State's expense at WEST TORREY PEAK:

Provide State's tower for use by County.

4. By State at State's expense at SISAR PEAK:

Allow County to move State's solar panel structure and generator for ground area to be used by Property Owner and Ventura County.

Purchase and maintain its own batteries and solar panels for backup power.

D. THE COUNTY SHALL FACILITATE SHARING OF RESOURCES BY COMMITTING TO THE FOLLOWING:

1. By County at County's expense, ALL 3 SITES:

Prepare and pay for County's plans, Working Drawings, construction and and federal and local fees and environmental impact documents required for proposed site changes.

Obtain State's written approval by a State-approved COM 311 application or other form of CHP- written approval as needed, prior to initial installation or replacement of radios, equipment or antennae.

Install and Maintain a separate electrical meter for County's equipment. Exception: Sisar is a solar operated site, and County/State will maintain their own solar panels.

Install interoperability conduits for mutual aid between buildings.

Move the State's equipment or facilities where required by County's approved plan.

Pick up and remove CHP equipment taken down for County's move-in (including towers and solar structure).

Construct to specifications satisfactory to the Land Owner, install, and maintain a prefabricated 8-foot x 12-foot communications shelter.

2. By County at County's expense, CASTRO PEAK:

Obtain Coastal Commission approval (accomplished 4/9/08).

Obtain Los Angeles County Building permit and OSHA clearance (accomplished x/x/08).
Install County antennae on CHP tower per approved TD-311 Application.

Obtain emergency power from the output of CHP's automatic transfer switch.

Replace existing propane tank with a 1,000-gallon propane tank with individual controls, which specifications to be prior approved by DGS Telecomm. Maintain/fill county-installed propane tank.

3. By County at County's expense, SISAR PEAK:

Enter into Lease with Land Owner and submit to STATE for consent as to content prior to signature by County.

Install a 50-foot tower.

Expand and maintain the current communications site fence (volunteer assistance appreciated) per USFS approval, to include County communication facilities adjacent to State fenced area.

Remove existing CHP solar structure and add a new structure over the CHP vault, with structures fully loaded and functional, with CHP's existing solar panels.

Move the State's propane tank to its new location within the Complex per plan (necessity pending).

Purchase, install, and maintain a new generator for all users with individual controls, which specifications to be prior approved by DGS Telecomm, to be maintained by County.

Maintain its own batteries for backup power.

Move the former Forest Service vault for use as a common ventilated building for site users batteries.

4. By County at County's expense, WEST TORREY HILL:

Enter into Lease with Land Owner and submit to STATE for consent as to content prior to signature by County.

Submit CEQA documents as required by the Land Owner or Lessor

Place a propane tank and a generator to service County only within fence boundaries, of a size and location acceptable to STATE and Land Owner.

Place thermo bond communication shelter at a location within the compound acceptable to STATE and Land Owner.

Retain current fence line.

Contract with Utility for separate power and meter to County building.

Install County equipment on CHP tower per approved TD-311 Application.

E. IT IS MUTUALLY RESOLVED AND UNDERSTOOD BY AND BETWEEN THE SAID PARTIES THAT:

1. SUBLEASING SPACE. Sub-leasing of communication space and/or equipment by the State or County to other entities which are not a party to this MOU will be subject to Property Owner review and applicable laws, regulations and policies. The formula for sharing of expenses will change with each additional tenant, and shall be equitably divided among all site users.
2. NON-FUND OBLIGATING DOCUMENT. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds, or transfer of anything of value between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by authorized representatives of the parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award to the cooperator of any contract or other agreement.
3. MOU Compliance. As a condition of the MOU and pursuant to the requirements of the Land Owner, County and the Land Owner have entered into a Lease for each Site (the "Lease(s)"), governing County's use, occupancy, operation, management and ownership of real property and personal constructed by County at the three Sites. County and State agree to discuss provisions of the Lease in conflict with or which would frustrate compliance with the MOU in favor of the terms of the Lease.
4. TERMINATION. Either party may terminate this MOU in whole or in part, with 180-days advance written notice, at any time before the date of expiration by written notice to the other parties. Termination of this MOU for any reason shall also constitute termination of the County's Lease with the Land Owner. Termination of the County's Lease with the Land Owner shall also constitute termination of this MOU. If County terminates its Lease with the Land Owner, County shall concurrently give notice to terminate this MOU.
5. MODIFICATION. Changes within the scope of this instrument shall be made by the issuance of a bilaterally executed modification.
6. COMMENCEMENT / EXPIRATION. The Agreement is executed as of the date of last signature and is effective through September 30, 2039 at which time it will expire unless extended.
7. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU does not restrict the State, County or the Property Owner from participating in similar activities with other public or private, County, organizations, and individuals.
8. RESPONSIBILITIES OF PARTIES: The State and the County and their respective offices will handle their own activities and use their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner. Each party shall

purchase and maintain its own equipment and batteries. The parties shall contribute equitably to the expense for fuel for shared power, share equitably in the expense of site maintenance, make contributions for vandalism, wear and acts of nature for shared space. Parties shall share the expense of maintaining access, telephone and electrical lines together or as part of a larger site management group as required

9. PRINCIPAL CONTACTS. The principal contacts for this MOU are:

County of Ventura Wireless Chief 11201-D River Bank Dr. Ventura, CA 93004 Phone 805-672-2022 Fax (805) 659-6998	<u>Mailing address:</u> County of Ventura Wireless Div L#5040 800 S.Victoria Ave. Ventura Ca, 93009-0001
County of Los Angeles Chief Executive Office Real Estate Division 222 S Hill Street, Third Floor Los Angeles, CA 90012	Telephone, Main: (213) 974-4200 Fax: (213) 217-4968
California Highway Patrol, Telecommunications Systems Mgr. Program Support Unit Telecommunications Section P. O. Box 942898 Sacramento, California 94298-0001 Main Number (916) 375-2901 Facsimile Number (916) 375-2906 830 Riverside Parkway, Suite 50 West Sacramento, CA 95605 (916) 375-2901; Fax: (916) 375-2906	Department of General Services Real Estate Services Division Lease Management, D 3539-001 707 Third Street, 5th Floor West Sacramento, CA 95605-2811 (916) 375-4171; Fax: (916) 375-4173

10. LAWS OR REGULATIONS. Nothing in this MOU obligates either party to take any action contrary to Federal and State of California, County of Ventura, laws or regulations.
11. PROPERTY OWNERSHIP. Nothing in this MOU affects the ownership or title in any lands or property.
12. TERMINATION OR EXPIRATION OF LEASE – REMOVAL OF EQUIPMENT, VAULT AND TOWER. At the Expiration or sooner Termination of Lease of the County or State, whichever Lease is the first to terminate or expire, the leaving party's structures, improvements, wiring and equipment shall remain the property of that party. The leaving party shall remove any and all equipment, wiring and improvements constructed or placed upon in or under the Site or its appurtenances at that party's sole cost upon the Expiration of the term, or within ninety (90) days after the early termination of the term. The leaving party shall provide written notice to the

remaining party at least 180 days of the Lease expiration or early termination date (the "End Date"), including the sale price for shared property the leaving party desired to abandon at the Site. The leaving party shall restore the Site and appurtenances at its sole cost to the Site's condition prior to the execution of its Lease, except however, the remaining party may purchase abandoned real property or equipment. The leaving party shall present an offering price to which the remaining party shall, within 15 days, accept in writing, or counter with any deviation from the offering price. If the parties have not agreed upon a sale price within 60 days of the leaving party's End Date, the leaving party must remove all structures, improvements, equipment and wiring, within the periods given above as applicable. If the parties do not agree, and the leaving party's equipment or real property remains on the Site, the leaving party's equipment, wiring and improvements shall be considered abandoned and shall become the property of the remaining party, and the property may be sold, destroyed, or otherwise disposed of without any liability to the remaining party. The remaining party shall invoice the leaving party the cost of said removal.

13. COMPLETION DATE. Waiver of fees for this MOU will be effective from date of last signature through **September 30, 2039**, unless extended.

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IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date of last signature.

STATE OF CALIFORNIA

DEPARTMENT OF GENERAL SERVICES

Michael P. Martin 10/13/2008
JAMES S. MARTIN, Acting Chief Date

Real Property Services Section

Assistant Section Chief, R. P. S. S.
Consent:

CALIFORNIA HIGHWAY PATROL

Lisa Paolini 9/26/08
LISA PAOLINI, Chief Date
Office of Administrative Services

COUNTY OF VENTURA, , a political subdivision of the State of California

DEPARTMENT OF INFORMATION TECHNOLOGY

Richard Jackson 11/17/08
RICHARD JACKSON, Date
Chief Information Officer

[Signature]
Chair, Board of Supervisors

11/4/08
Date



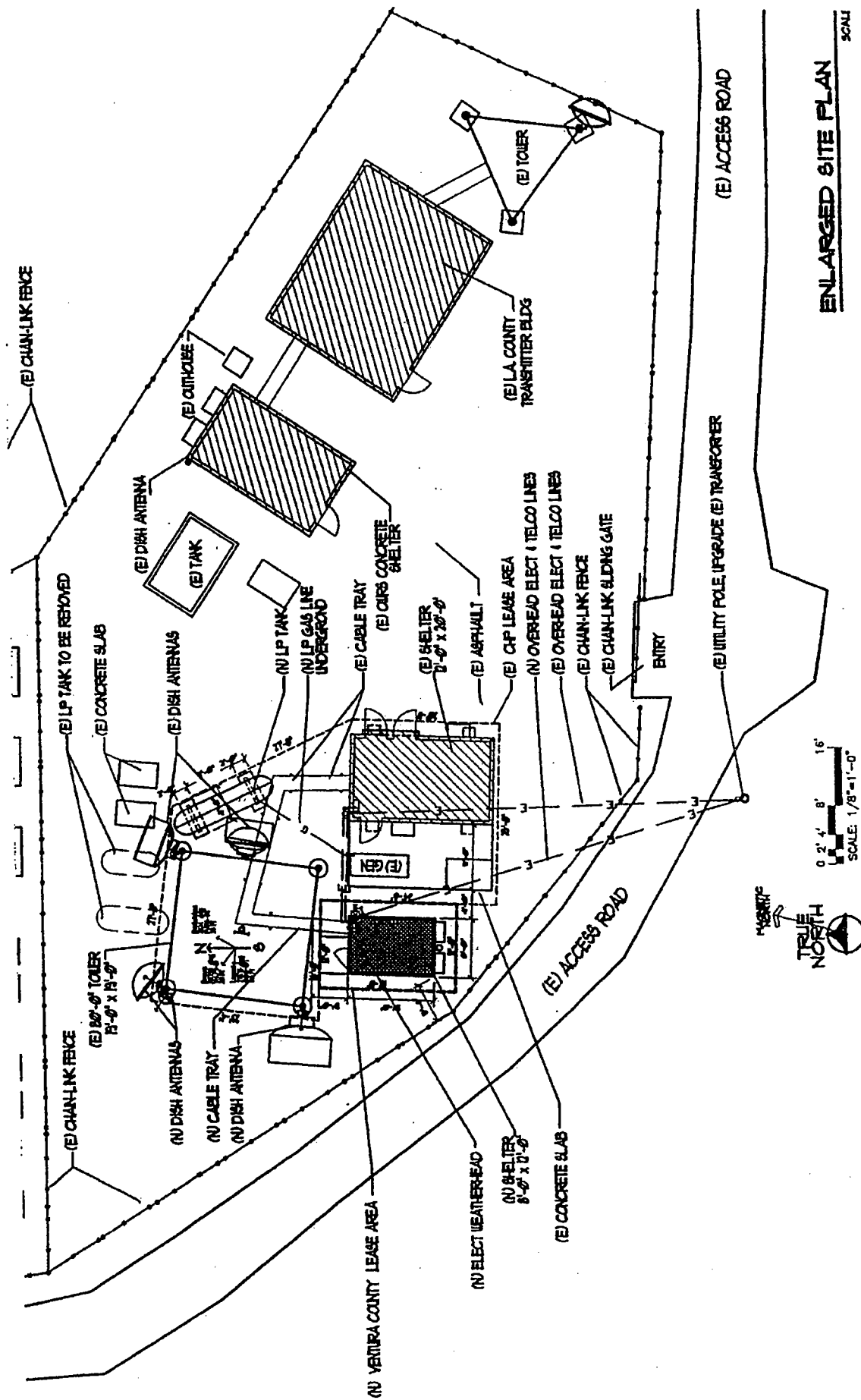


EXHIBIT "D"

FEE SCHEDULE EFFECTIVE UPON TERMINATION OF MEMORANDUM OF UNDERSTANDING

LICENSEE's payments shall display State's License number L- 2410 and shall be payable as follows:

	<u>PERIOD</u>		<u>ANNUAL PAYMENT</u>
1	September 1, 2008	to August 31, 2009	\$18,540
2	September 1, 2009	to August 31, 2010	\$19,096
3	September 1, 2010	to August 31, 2011	\$19,669
4	September 1, 2011	to August 31, 2012	\$20,259
5	September 1, 2012	to August 31, 2013	\$20,867
6	September 1, 2013	to August 31, 2014	\$21,493
7	September 1, 2014	to August 31, 2015	\$22,138
8	September 1, 2015	to August 31, 2016	\$22,802
9	September 1, 2016	to August 31, 2017	\$23,486
10	September 1, 2017	to August 17, 2018	\$23,317
	(for 11.56 month period)		